

# UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ALABAMA NORTHEASTERN DIVISION

)	
)	
)	
)	
)	
)	•
)	CIVIL ACTION
)	FILE NO
)	
)	JURY TRIAL DEMANDED
)	
)	
)	
)	
)	
)	
)	

# **COMPLAINT**

As provided by Fed. R. Civ. P. 8(a), Plaintiffs provide a short and plain statement of the Court's jurisdiction and Plaintiffs' demands for relief. As provided by Fed. R. Civ. P. 9(b), Plaintiffs provide a detailed and specific statement of their claims of fraud against the Defendants.

#### NATURE OF ACTION

1. This is a Racketeer Influenced and Corrupt Organizations (RICO) action brought by the Plaintiffs on behalf of themselves and, ConsultAmerica Cottage Hills, Inc. ("Cottage Hills") and ConsultAmerica East Haven, Inc. ("East

Haven") to address unlawful, fraudulent activities of the Defendants in the sale and management of fictitious polices of insurance for alleged liability coverage for long term health care facilities, commonly referred to as nursing homes, owned and managed by Plaintiffs, Cottage Hills and East Haven. The Defendants' false and fraudulent activities were and continue to be directed against the Plaintiffs and others, additional nursing homes in Alabama and elsewhere. As Defendants' false and fraudulent activities involved the use of the United States mail, as well as facsimile transmissions of communications, as part of a scheme to unlawfully defraud the Plaintiffs and others and to engage in the illegal "laundering" of the proceeds of the fraud, all activities of which affected interstate and foreign commerce, the Plaintiffs state claims for relief under the Federal racketeering statutes, 18 U.S.C. § 1961, et. seq.

## JURISDICTION AND VENUE

- 2. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 18 U.S.C. § 1964(a) for losses and damages sustained as a result of violations of 18 U.S.C. § 1962, and state law, §§ 6-5-100, 6-5-101 and 6-5-300, *Ala. Code* 1975.
- 3. Venue is proper in this judicial district under 28 U.S.C. § 1391(b) and 18 U.S.C. § 1965(a), in that some of the Defendants are residents of this judicial

district, and some of the events giving rise to this action occurred in this judicial district.

# PARTIES AND ENTITIES

- 4. Plaintiff ConsultAmerica, Inc. ("ConsultAmerica"), is a corporation organized and existing under the laws of Alabama, with a principal office in Haleyville, Alabama.
- 5. Plaintiff CareGivers of Pensacola, Inc. ("CareGivers"), is a corporation organized and existing under the laws of Alabama, with a principal office in Haleyville, Alabama and authorized to conduct business in Florida.
- 6. ConsultAmerica Cottage Hills, Inc. ("Cottage Hill") is a corporation organized and existing under the laws of Alabama with a principal office in Haleyville, Alabama.
- 7. ConsultAmerica East Haven, Inc. ("East Haven") is a corporation organized and existing under the laws of Alabama with a principal office in Haleyville, Alabama.
- 8. Gene Church is the President and Chief Executive Officer of ConsultAmerica, CareGivers, Cottage Hills and East Haven and an individual who resides in Pensacola, Escambia County, Florida.
- 9. Defendant Edward Rex Rankin, III ("Rankin") is an individual who is believed to reside in Decatur, Morgan County, Alabama.

- 10. Defendant Edd Balch ("Balch") is an individual who is believed to reside in Decatur, Morgan County, Alabama.
- 11. Defendant Rankin-Shelton-Hunter, Inc. ("Rankin-Shelton") is a corporation organized and existing under the laws of Alabama. Rankin-Shelton operates an insurance agency which has a principal office in Decatur, Alabama. Defendants Rankin and Balch are or were employees and principals of Rankin-Shelton.
- 12. Defendant Bayport Corporation, Ltd.; a/k/a Bayport Indemnity Co. Ltd. ("Bayport") is believed to be a corporation incorporated under the laws of the Turks and Caicos Islands, British West Indies, which Plaintiffs believe to be owned and controlled by Defendant Rankin.
- 13. Defendant WaterColor Management, Inc. ("WaterColor"), formerly known as Rankin-Shuttleworth, Inc., formerly known as Rankin-Rivers, Inc. is an Alabama corporation, controlled by Defendant Rankin, with a principal place of business in Decatur, Alabama.
- 14. Defendant Sunbelt General Agency, Inc. ("Sunbelt"), is a corporation organized and existing under the laws of Alabama. Sunbelt operates an insurance premium financing company with a principal place of business located in Montgomery, Alabama.

- Treatment"), is believed to be a company organized by Defendant Rankin under the laws of the Turks and Caicos Islands, British West Indies and a subsidiary of Defendant Bayport. Defendant Water Treatment is controlled by Defendant Rankin. Defendant Water Treatment on information and belief is a Turks and Caicos licensed insurance company which provides liability insurance for water treatment companies, but is not licensed to sell insurance in the United States. As an "alien" insurance company, Defendant Water Treatment was not authorized to sell any insurance in the United States, yet through Defendant WaterColor, f/n/a Rankin-Shuttleworth, Defendant Water Treatment, as part of the fraud scheme stated herein, allegedly sold professional liability insurance to Plaintiffs.
- 16. "Carol E. Brooks" is on information and belief a fictitious person, purportedly a "representative" and "secretary" of Bayport and a "representative" of "underwriters of Loyd's", as which name was used by the Enterprise to further its objects. The investigation to date has been unable to identify a real person associated with Defendant Bayport and Defendant Water Treatment by the name "Carol E. Brooks." Yet, a stamped purported signature of the fictitious "Carol E. Brooks" is affixed to documents of the above listed defendants. Examples are attached as Exhibits A and B, incorporated herein.

17. "Lone Star Risk Retention Group, Inc." was a corporate name caused to be reserved in October, 2004 in Texas my Defendant Rankin who from time to time on information and belief has used it to receive repatriated fraud proceeds. "Lone Star Risk Retention Group, Inc." has been represented by Defendant Rankin to be "controlled" by Willowcrest Management Group, LLC, a South Carolina limited liability company, with a principal place of business identified in 2004 as being in Norcross, Georgia. On information and belief, Willowcrest Management Group, Inc. LLC's members are Bayport Insurance Managers Ltd., believed to be a Turks and Caicos company controlled by Defendant Rankin, and Healthmark Investments, Ltd.

#### BACKGROUND

- 18. Since September, 1994, Gene Church has been involved in the ownership, operation and management of nursing homes in Alabama and Florida. Church owns and operates ConsultAmerica Cottage Hills in Pleasant Grove, Alabama, ConsultAmerica in Carbon Hill, Alabama, and owns ConsultAmerica East Haven formerly in Birmingham, Alabama collectively ("ConsultAmerica Group").
- 19. Beginning in 1994, the ConsultAmerica Group began purchasing its insurance needs, including workers' compensation, general liability, professional liability, and property and business interruption coverage from Rankin-Shelton, a

personal and commercial lines insurance agency located in Decatur, Alabama.

Rankin-Shelton was founded January, 1990, by Rankin, Sandy Shelton and Jo

Hunter.

- 20. Beginning in approximately 1998, due to increased litigation expenses in the long term healthcare market, the cost of insurance for the nursing homes owned and operated by ConsultAmerica Group began to increase. Between late 1998 and 1999, for example, the premiums paid on a 185 bed facility in Alabama for \$1,000,000/\$3,000,000.00 general and professional liability coverage, with a \$15,000,000.00 umbrella, and a \$1,000 deductible, had doubled in price from approximately \$80,000 to \$160,000 per year.
- 21. In 2002, Church purchased a 210 bed nursing home in Pensacola, Florida. For business reasons, Church incorporated CareGivers, an Alabama corporation, as the entity to own and operate the Pensacola nursing home called Southern Oaks.
- 22. At certain times addressed in this civil action, Defendant Balch was employed by Rankin-Shelton and served as insurance agent for the ConsultAmerica Group and CareGivers in their business relationship with Rankin-Shelton. Presently, Defendant Balch is identified as an owner of Rankin-Shelton.

# THE SCHEME

- 23. In the summer of 2000, Defendant Balch advised Church that there were virtually no companies still willing to provide insurance coverage for nursing homes in Alabama. But, Balch also advised Church that Rankin knew of an "offshore" insurance company that could provide Church with the needed coverage. Balch advised Church that his companies would no longer be able to maintain a \$15,000,000.00 umbrella insurance coverage, and would have to agree to a \$75,000.00 deductible for professional liability coverage. Additionally, the yearly premium would more than double, to \$370,000.00.
- 24. Balch also advised Church that rather than having to pay the premiums in a lump sum Rankin-Shelton could arrange financing through a premium finance company that required twenty-five percent of the premium as down payment, followed by six equal monthly payments. Balch informed Church that Rankin-Shelton would arrange for the premium financing through Defendant Sunbelt. While the overall costs for the "offshore" insurance as described by Balch were more than the ConsultAmerica Group had been paying, the effect on cash flow was less onerous because of the payment terms. *See* Exhibit C, C-1 and C-2 attached hereto and incorporated herein.
- 25. Balch also told Church that that the name of the "offshore" insurance company was Bayport Indemnity, Ltd., ("Bayport Indemnity") which Balch

identified as being located in the Turks and Caicos Islands, British West Indies, see Exhibit D attached hereto and incorporated herein. Balch also advised Church that Bayport Indemnity was a wholly owned subsidiary of Bayport, itself a Turks and Caicos Islands, British West Indies corporation.

- 26. There was, in fact, no insurance company named Bayport Indemnity, Ltd., incorporated in the Turks and Caicos Islands authorized to sell insurance in Alabama. Bayport Indemnity is a fictitious and fraudulent nominee used by Defendants Rankin, Balch, Rankin-Shelton and others to facilitate the scheme to defraud stated herein. Further, Defendant Bayport does not have a subsidiary identified as Bayport Indemnity.
- 27. In 2000, the ConsultAmerica Group began making payments to Defendant Rankin-Rivers for purported insurance coverage from Bayport Indemnity, as marketed by Defendant Rankin-Shelton. In fact, Bayport Indemnity did not sell any "insurance" as its purported binders were false and fraudulent, a copy of one, attached as Exhibit A, is incorporated herein. When a premium came due for the ConsultAmerica Group, Church would cause a check for the premium down payment to be issued and sent by mail from Haleyville, Alabama to Defendants Rankin-Rivers and Rankin-Shelton located in Decatur, Alabama. On information and belief Defendants Rankin-Shelton and Rankin-Rivers caused the checks to be deposited into a bank account in Decatur, Alabama.

- 28. After the proceeds of the fraud were deposited into a bank account, on information and belief, portions of the fraud proceeds were periodically transferred, "laundered," to an account at Renasant Bank in the name of Bayport Corporation, Ltd. The Alabama Secretary of State's records do not reflect that "Bayport Corporation, Ltd." is/was registered to conduct business in Alabama.
- Exhibit E incorporated herein. The ConsultAmerica Group made periodic payments to Sunbelt by mailing checks from Haleyville, Alabama to Sunbelt in Montgomery, Alabama. Sunbelt, in turn allegedly paid "Loyds/Rankin-River," "Lloyds/Rankin-Rivers," and "Lloyds/Rankin-Shuttleworth" the balance of premiums allegedly owed by the ConsultAmerica Group and CareGivers to Bayport Indemnity. Rather than monies actually going to the purported insurance companies ("Loyds," "Lloyds," etc.) Sunbelt's payments went to Rankin controlled Defendant WaterColor, f/n/a Rankin-Rivers and f/n/a Rankin-Shuttleworth allowing Defendant Rankin to convert the monies to his own use.
- 30. On information and belief, Sunbelt was required to have verified the existence and legitimacy of the insurers, and within 30 days after the financing agreement was executed, notify the "insurer" of the existence of the premium financing agreement. On information and belief, Sunbelt knew that "Loyds," and "Lloyds" was a non-existent company and, in fact, no insurance was sold to the

ConsultAmerica Group and CareGivers by Rankin-Shelton. Further, on information and belief Sunbelt knew that Rankin-Rivers and Rankin-Shuttleworth were not agents of any underwriting syndicate from Lloyd's of London. Accordingly, Sunbelt knew that payments of monies to Rankin-Rivers and Rankin-Shuttleworth as required by § 27-40-15, *Ala. Code* 1975 were payments of proceeds of a scheme to defraud Plaintiffs.

- 31. In early 2001, Church was introduced by Balch to Rankin who informed Church that he (Rankin) had been "assigned" by Bayport to "assist" in "handling" claims which may be made against the ConsultAmerica Group. At this time Defendant Rankin was an employee and owner of Defendant Rankin-Shelton. In the conversation with Church and Balch, Rankin made comments indicating to Church that Rankin was aware of the ConsultAmerica Group purchasing insurance through Rankin-Shelton from Bayport Indemnity, the purported "offshore" insurance company.
- 32. In early 2003, CareGivers, which owned and operated Southern Oaks, through Rankin-Shelton purchased what it understood to be insurance from Bayport Indemnity. In fact, Bayport Indemnity did not sell any "insurance" as its purported binders were false and fraudulent. Church told Balch about CareGivers need for insurance coverage. Church also provided Rankin with the information concerning CareGivers need for insurance. Rankin contacted Church by telephone

informing Church that the same "offshore" company (Bayport Indemnity) that the ConsultAmerica Group had used would also be able to provide Southern Oaks with a low limit policy with defense costs inside their limits. As with the ConsultAmerica Group, CareGivers made payments of premiums in the same manner as described above in paragraph 27.

- 33. In addition to the "insurance" coverage for 2001-2005 for the ConsultAmerica Group and CareGivers, Rankin-Shelton through Rankin also sold to the ConsultAmerica Group and CareGivers purported \$400,000/\$700,000 umbrella "insurance" coverage allegedly also provided by Bayport Indemnity. The binders were false and fraudulent. As with the earlier alleged policies, Sunbelt financed the premiums paid for those years. Premium payments by the Plaintiffs were made using the U.S. mail in the same manner as identified in paragraph 27.
- 34. During the period of time identified herein, in the event any legal claim was made against the ConsultAmerica Group or CareGivers, Rankin would immediately enlist an attorney to contact the claimant's attorney and arrange for a mediation of the case, *see* Exhibit F incorporated herein. The legal claim would be settled so that neither the claimant nor his or her attorney would become aware of the fact that there was actually no insurance coverage. Once a claim was resolved, the claimant and his or her attorney would be sent a settlement check drawn on the

Bayport account at the Renasant Bank. See Exhibit G attached hereto and incorporated herein.

- 35. As Rankin-Shelton, Rankin-Rivers, Rankin-Shuttleworth, WaterColor amassed monies from the ConsultAmerica Group and other nursing homes, on information and belief, the monies in the Bayport account and another account in the name of Defendant WaterColor, f/n/a Rankin-Shuttleworth, f/n/a Rankin-Rivers would be wire transferred from Renasant Bank in Alabama to bank accounts in the Turks and Caicos Islands, British West Indies maintained by Defendant Rankin at the Turks and Caicos Banking Company Limited. These bank accounts include ones in the names of Defendant Bayport Corporation, Defendant RSH (Rankin-Shelton-Hunter), Inc.; Defendant Rex Rankin III; and Defendant Water Treatment Industry Assurance.
- 36. These offshore bank accounts were used by the racketeering enterprise ("Enterprise") described herein to launder the proceeds of the fraud scheme identified herein, as bank secrecy jurisdiction facilitated the Enterprise's removal of the fraud proceeds assets from the United States to an offshore bank account while concealing the true origin, source, control and ownership of the monies. Furthermore, these accounts were used by the Enterprise to hold fraud proceeds and from time to time repatriate fraud proceeds back to Alabama and elsewhere for investments and operating expenses of the Enterprise. *See* as Exhibit

H attached hereto and incorporated herein, copies of portions of these bank statements.

- 37. An example of the repatriation of laundered proceeds of fraud may be found in the court file *WaterColor Management, Inc. v. Gooch's Market, LLC* case number CV08-696BEW filed May 8, 2008 in the Circuit Court of Madison County, Alabama and subsequently transferred to the United States District Court for the Northern District of Alabama, styled *WaterColor Management, Inc. v. Gooch's Market, LLC*, et. al. case No. 5:08-cv-00998-CLS (N.D.Ala.). Therein, pleadings reflect that Regions Bank loaned money to Charles and Patricia Gooch who executed a note. On October 4, 2007 that note was "assigned" to Defendant Bayport, *see* Exhibit I attached hereto and incorporated herein.
- 38. On information and belief, Defendant Bayport paid "laundered" fraud proceeds to Regions for the note assignment. On April 22, 2008, Defendant Rankin acting for Defendant Bayport "assigned" the note to Defendant WaterColor (Defendant Rankin identified as its president), see Exhibit J attached hereto and incorporated herein. The fictitious "Carol Brooks" authorized Defendant Rankin to act on behalf of Defendant Bayport. In furtherance of the conspiracy stated herein, Defendant Rankin recently caused this assignment to be filed on February 1, 2010 in the public records of Madison County, Alabama, see Exhibit K attached hereto and incorporated herein. Further, on behalf of the Enterprise and in

furtherance of its objects, Defendant WaterColor authorized its attorney to file on March 11, 2010 a "Motion to Approve Execution, Delivery and Recordation of Foreclosure-Deeds and Motion for Final Order," Exhibit L, attached and incorporated herein.

#### FIRST CLAIM

- 39. Plaintiffs repeat and reiterate each and every allegation contained in paragraphs "1" through "38" as though fully set forth at length herein.
- 40. In or about the summer of 2000 and continuing until the present, in the Northern District of Alabama and elsewhere the Defendants Rankin, Balch, Rankin-Shelton, Bayport, WaterColor, Sunbelt and Water Treatment, who were employed and associated with the Enterprise, the activities of which affected interstate and foreign commerce, did knowingly conspire, combine, confederate and tacitly agree, one with another and others not identified herein, to conduct and participate, directly and indirectly, in the conduct of the Enterprise's affairs through a pattern of racketeering activity in violation of Title 18, United States Code, §§ 1962(c) and (d).

#### THE ENTERPRISE

41. The Enterprise identified herein is an association in fact of the named Defendants Rankin, Balch, Rankin-Shelton, Bayport, WaterColor, Sunbelt and Water Treatment, and others who conducted the affairs of the Enterprise, directly

and indirectly, principally through the Alabama corporate Defendants Rankin-Shelton and WaterColor and the Turks and Caicos Island corporate Defendant Bayport by and through the pattern of racketeering identified herein.

# **OBJECTS OF CONSPIRACY**

- 42. It was an object of the conspiracy to fraudulently represent that Defendant Rankin-Hunter could obtain insurance coverage for nursing homes from an offshore insurer, Bayport Indemnity.
- 43. It was further object of the conspiracy to use the United States mail and other forms of communication which affected interstate and foreign commerce to further the goals of the conspiracy; namely to steal money from nursing home operators in Alabama, Florida, North Carolina, and elsewhere.
- 44. It was still a further object of the conspiracy to engage in money laundering activities by causing proceeds from the fraudulent insurance scam to be transmitted through financial institutions by wire transferring monies from Decatur, Alabama to Grand Turk, Turks and Caicos, British West Indies all financial transactions affecting interstate and foreign commerce.
- 45. It was still a further object of the conspiracy to engage in further money laundering by returning to the United States proceeds of the insurance fraud for purposes of investments and expenditures by and on behalf of Defendant Rankin.

#### MANNER AND MEANS

46. To effect the objects of the conspiracy and to accomplish its objectives the Defendants did conduct directly and indirectly a pattern of racketeering activity in violation of 18 U.S.C. § 1341, relating to mail fraud; §1343, relating to wire fraud and § 1956, relating to the laundering of monetary investments.

## THE PATTERN OF RACKETEERING ACTIVITY

#### Mail Fraud

47. Defendants Rankin, Balch, Rankin-Shelton, Bayport, WaterColor, Sunbelt and Water Treatment, in the Northern District of Alabama and elsewhere, having devised and intending to devise a scheme to defraud Plaintiffs, as described in paragraphs 23-38 above, for the purpose of obtaining monies from the Plaintiffs by means of false and fraudulent pretenses, representations and promises to sell insurance and for the further purpose of executing said scheme and artifice to defraud did on or about the following dates cause to be placed in the United States mail checks representing payments of purported premiums and expenses for the alleged insurance coverage, said checks being delivered and received through the U.S. mail, all in violation of Title 18, United States Code, §§ 1341 and 2(b).

On or about	Payments	Defendants	Predicate Act No.
09/05/2000	\$71,687.50	WaterColor, Rankin, Balch, Rankin-Shelton and Bayport	1
10/12/2000	\$17,200.00	WaterColor, Rankin, Balch, Rankin-Shelton and Bayport	2
10/12/2000	\$15,856.25	WaterColor, Rankin, Balch, Rankin-Shelton and Bayport	. 3
10/12/2000	\$16,662.50	WaterColor, Rankin, Balch, Rankin-Shelton and Bayport	4
11/05/2000	\$17,200.00	WaterColor, Rankin, Balch, Rankin-Shelton and Bayport	5
11/05/2000	\$15,856.25	WaterColor, Rankin, Balch, Rankin-Shelton and Bayport	6
11/05/2000	\$16,662.50	WaterColor, Rankin, Balch, Rankin-Shelton and Bayport	7
12/05/2000	\$17,200.00	WaterColor, Rankin, Balch, Rankin-Shelton and Bayport	8
12/05/2000	\$15,856.25	WaterColor, Rankin, Balch, Rankin-Shelton and Bayport	9
12/05/2000	\$16,662.50	WaterColor, Rankin, Balch, Rankin-Shelton and Bayport	10
01/05/2001	\$17,200.00	WaterColor, Rankin, Balch, Rankin-Shelton and Bayport	11
01/05/2001	\$15,856.25	WaterColor, Rankin, Balch, Rankin-Shelton and Bayport	12
01/05/2001	\$16,662.50	WaterColor, Rankin, Balch, Rankin-Shelton and Bayport	13
02/05/2001	\$17,200.00	WaterColor, Rankin, Balch, Rankin-Shelton and Bayport	14
02/05/2001	\$15,856.25	WaterColor, Rankin, Balch, Rankin-Shelton and Bayport	15
02/05/2001	\$16,662.50	WaterColor, Rankin, Balch, Rankin-Shelton and Bayport	- 16
03/12/2001	\$17,200.00	WaterColor, Rankin, Balch, Rankin-Shelton and Bayport	17
03/12/2001	\$15,856.25	WaterColor, Rankin, Balch, Rankin-Shelton and Bayport	18
03/12/2001	\$16,662.50	WaterColor, Rankin, Balch, Rankin-Shelton	19

		and Bayport	
09/28/2001	\$98,048.97	Rankin-Shelton, Rankin, Balch, WaterColor and Bayport	20
10/23/2001	\$17,243.33	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	21
10/24/2001	\$16,103.29	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	22
10/25/2001	\$801.35	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	23
10/25/2001	\$15,123.58	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	24
11/26/2001	\$801.35	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	25
11/27/2001	\$15,123.58	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	26
11/27/2001	\$17,243.33	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	27
11/28/2001	\$16,103.29	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	28
12/19/2001	\$17,243.33	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	29
12/20/2001	\$801.35	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	30
12/20/2001	\$15,123.58	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	31
12/20/2001	\$16,103.29	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	32
01/24/2002	\$801.35	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	33
01/24/2002	\$265.76	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	34
01/25/2002	\$15,123.58	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	35
01/28/2002	\$17,243.33	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	36
01/28/2002	\$16,103.29	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	37
02/25/2002	\$265.76	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	38

02/26/2002	\$801.35	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	39
02/26/2002	\$15,123.58	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	40
02/26/2002	\$16,103.29	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	41
02/28/2002	\$17,243.33	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	42
03/25/2002	\$801.35	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	43
03/28/2002	\$15,123.58	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	44
03/28/2002	\$17,243.33	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	45
03/28/2002	\$16,103.29	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	46
10/01/2002		Rankin-Shelton, Balch	47
10/09/2002	\$94,375:00	Rankin-Shelton, Rankin, Balch, WaterColor and Bayport	48
10/24/2002	\$16,833.23	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	49
10/24/2002	\$16,306.77	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	50
10/25/2002	\$265.76	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	51
10/25/2002	\$15,516.41	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	52
11/25/2002	\$15,516.41	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	53
11/25/2002	\$16,833.23	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	54
11/25/2002	\$16,306.77	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	55
11/26/2002	\$265.76	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	56
12/20/2002	\$265.76	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	57
12/23/2002	\$15,516.41	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	58

12/23/2002	\$16,833.23	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	59
12/23/2002	\$16,306.77	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	60
01/23/2003	\$16,306.77	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	61
01/24/2003	\$15,516.41	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	62
01/24/2003	\$16,833.23	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	63
02/25/2003	\$15,516.41	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	64
02/25/2003	\$16,833.23	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	65
02/25/2003	\$16,306.77	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	66
02/25/2003	\$36,925.00	Rankin-Shelton, Rankin, Balch, WaterColor and Bayport	67
03/12/2003	\$265.76	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	68
03/12/2003	\$15,516.41	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	69
03/12/2003	\$16,833.23	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	70
03/12/2003	\$16,306.77	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	71
03/12/2003	\$13,353.02	Rankin-Shelton, Rankin, Balch, WaterColor and Bayport	72
03/12/2003	\$265.76	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	73
04/10/2003	\$19,146.20	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	74
04/28/2003	\$555.00	Rankin-Shelton, Rankin, Balch, WaterColor and Bayport	75
05/02/2003	\$19,141.20	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	76
06/02/2003	\$19,141.20	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	77
07/03/2003	\$19,141.20	Sunbelt, Rankin, Balch, WaterColor,	78

		Rankin-Shelton and Bayport	
08/04/2003	\$19,141.20	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	79
09/03/2003	\$19,141.20	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	80
10/12/2005	\$24,050.00	Rankin-Shelton, Rankin, Balch, WaterColor and Bayport	81
12/06/2005	\$11,082.36	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	82
12/14/2005	\$11,082.36	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	83
01/17/2006	\$11,082.36	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	84
02/10/2006	\$11,082.36	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	85
03/09/2006	\$11,082.36	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	86
04/21/2006	\$11,082.36	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	87
05/18/2006	\$11,082.36	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	88
06/30/2006	\$11,082.36	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	89
07/18/2006	\$11,082.36	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	90
07/24/2006	\$40.00	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	91
08/15/2006	\$1,500.00	Rankin-Shelton, Rankin, Balch, WaterColor and Bayport	92
10/27/2006	\$25,974.00	Rankin-Shelton, Rankin, Balch, WaterColor and Bayport	93
11/27/2006	\$11,968.95	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	94
12/11/2006	\$12,582.40	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	95
01/24/2007	\$12,567.40	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	96
05/01/2007	\$519.01	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	97

05/09/2007	\$12,567.40	Sunbelt,	Rankin,	Balch,	WaterColor,	98	
	-	Rankin-Si	nelton and	ваурогі			
06/01/2007	\$12,567.40	Sunbelt,	Rankin,	Balch,	WaterColor,	99	
00/01/2007	\$12,507.40	Rankin-Sl	nelton and l	Bayport			
07/01/2007	\$12,567.40	Sunbelt,	Rankin,	Balch,	WaterColor,	100	
07/01/2007	\$12,367.40	Rankin-Sl	Rankin-Shelton and Bayport			100	
08/01/2007	\$12,567.40	Sunbelt,	Rankin,	Balch,	WaterColor,	101	
08/01/2007	\$12,307.40	Rankin-Sl	nelton and l	Bayport_		101	
00/01/2007	\$12,567.40	Sunbelt,	Rankin,	Balch,	WaterColor,	102	
09/01/2007   \$12,567.40		Rankin-Sl	nelton and l	Bayport		102	
10/01/2007 012 567 40	Sunbelt,	Rankin,	Balch,	WaterColor,	103		
10/01/2007	\$12,567.40	Rankin-Sl	nelton and	Bayport		103	

## Wire Fraud

48. Defendants Rankin, Balch, Rankin-Shelton, Bayport, WaterColor, Sunbelt and Water Treatment in the Northern District of Alabama and elsewhere, having devised and intended to devise a scheme to defraud Plaintiffs, as detail in paragraphs 23-38 above, for the purposes of obtaining monies from the Plaintiffs by means of false and fraudulent pretenses, representations and promises, did on the following dates below transmit and cause to be transmitted in interstate and foreign commerce by wire, writings for the purpose of executing the scheme to defraud, as defined above, all in violation of Title 18, United States Code, §§ 1343

Dates	Communication	Defendant	Predicate Act No.
10/04/2001	Facsimile	Balch, Rankin-Shelton, Sunbelt and Rankin	104
10/03/2002	Facsimile	Rankin-Shelton, Balch and Rankin	105

		· · · · · · · · · · · · · · · · · · ·	
02/28/2003	Facsimile	Rankin-Shelton, Rankin, Balch	106
09/16/2004	Facsimile	Rankin-Shelton, Balch and Rankin	107
10/12/2005	Facsimile	WaterColor, Bayport, Rankin and	. 108
		Balch	
03/28/2006	Facsimile	Water Treatment, Bayport, Rankin and	109
		Balch	
06/09/2007	Facsimile	WaterColor, Rankin and Balch	110
07/20/2007	Facsimile	WaterColor, Rankin, Balch	111
02/08/2008	Money Wire	Water Treatment	112
02/15/2008	Money Wire	Water Treatment, WaterColor, Rankin	113
02/22/2008	Money Wire	Water Treatment, WaterColor, Rankin	114
02/29/2008	Money Wire	Water Treatment, WaterColor, Rankin	115
06/19/2008	ECF Filing	Bayport, Rankin and WaterColor	116
03/11/2010	ECF Filing	WaterColor, Rankin	117

## Money Laundering

49. Defendants Rankin, Balch, Rankin-Shelton, Bayport, WaterColor, Sunbelt and Water Treatment knowing that the property involved in the financial transactions, as listed below, represented the proceeds of some form of unlawful activity, such proceeds being from the mail and wire frauds described above, a specified unlawful activity, did conduct and attempt to conduct, and did conspire to conduct such financial transactions all of which effected interstate and foreign commerce, knowing that the transactions were designated in whole and in part to conceal and disguise the nature, location, source, ownership and control of the proceeds of the mail and wire fraud stated herein, all in violation of Title 18, United States Code, §§ 1956(a)(1)(B)(i) and 1956(h).

On or about	Payments	Defendant	Predicate Act No.
09/05/2000	\$71,687.50	WaterColor, Rankin, Balch, Rankin- Shelton and Bayport	118
10/12/2000	\$17,200.00	WaterColor, Rankin, Balch, Rankin- Shelton and Bayport	119
10/12/2000	\$15,856.25	WaterColor, Rankin, Balch, Rankin- Shelton and Bayport	120
10/12/2000	\$16,662.50	WaterColor, Rankin, Balch, Rankin- Shelton and Bayport	121
11/05/2000	\$17,200.00	WaterColor, Rankin, Balch, Rankin- Shelton and Bayport	122
11/05/2000	\$15,856.25	WaterColor, Rankin, Balch, Rankin- Shelton and Bayport	123
11/05/2000	\$16,662.50	WaterColor, Rankin, Balch, Rankin- Shelton and Bayport	124
12/05/2000	\$17,200.00	WaterColor, Rankin, Balch, Rankin- Shelton and Bayport	125
12/05/2000	\$15,856.25	WaterColor, Rankin, Balch, Rankin- Shelton and Bayport	126
12/05/2000	\$16,662.50	WaterColor, Rankin, Balch, Rankin- Shelton and Bayport	127
01/05/2001	\$17,200.00	WaterColor, Rankin, Balch, Rankin- Shelton and Bayport	128
01/05/2001	\$15,856.25	WaterColor, Rankin, Balch, Rankin- Shelton and Bayport	129
01/05/2001	\$16,662.50	WaterColor, Rankin, Balch, Rankin- Shelton and Bayport	130
02/05/2001	\$17,200.00	WaterColor, Rankin, Balch, Rankin- Shelton and Bayport	131
02/05/2001	\$15,856.25	WaterColor, Rankin, Balch, Rankin- Shelton and Bayport	132
-02/05/2001-	_\$16,662.50	WaterColor, Rankin, Balch, Rankin- Shelton and Bayport	133
03/12/2001	\$17,200.00	WaterColor, Rankin, Balch, Rankin- Shelton and Bayport	134
03/12/2001	\$15,856.25	WaterColor, Rankin, Balch, Rankin- Shelton and Bayport	135
03/12/2001	\$16,662.50	WaterColor, Rankin, Balch, Rankin-	136

		Shelton and Bayport	
09/28/2001	\$98,048.97	Rankin-Shelton, Rankin, Balch, WaterColor and Bayport	137
10/23/2001	\$17,243.33	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	138
10/24/2001	\$16,103.29	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	139
10/25/2001	\$801.35	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	140
10/25/2001	\$15,123.58	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	141
11/26/2001	\$801.35	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	142
11/27/2001	\$15,123.58	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	143
11/27/2001	\$17,243.33	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	144
11/28/2001	\$16,103.29	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	145
12/19/2001	\$17,243.33	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	146
12/20/2001	\$801.35	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	147
12/20/2001	\$15,123.58	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	148
12/20/2001	\$16,103.29	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	149
01/24/2002	\$801.35	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	150
01/24/2002	\$265.76	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	151
01/25/2002	\$15,123.58	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	152
01/28/2002	\$17,243.33	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	153
01/28/2002	\$16,103.29	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	154
02/25/2002	\$265.76	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	155

02/26/2002	\$801.35	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	156
02/26/2002	\$15,123.58	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	157
02/26/2002	\$16,103.29	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	158
02/28/2002	\$17,243.33	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	159
03/25/2002	\$801.35	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	160
03/28/2002	\$15,123.58	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	161
03/28/2002	\$17,243.33	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	162
03/28/2002	\$16,103.29	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	163
10/09/2002	\$94,375.00	Rankin-Shelton, Rankin, Balch, WaterColor and Bayport	164
10/24/2002	\$16,833.23	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	165
10/24/2002	\$16,306.77	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	166
10/25/2002	\$265.76	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	167
10/25/2002	\$15,516.41	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	168
11/25/2002	\$15,516.41	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	169
11/25/2002	\$16,833.23	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	170
11/25/2002	\$16,306.77	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	171
11/26/2002	\$265.76	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	172
12/20/2002	\$265.76	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	173
12/23/2002	\$15,516.41	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	174
12/23/2002	\$16,833.23	Sunbelt, Rankin, Balch, WaterColor,	175

		Rankin-Shelton and Bayport	
12/23/2002	\$16,306.77	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	176
01/23/2003	\$16,306.77	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	177
01/24/2003	\$15,516.41	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	178
01/24/2003	\$16,833.23	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	179
02/25/2003	\$15,516.41	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	180
02/25/2003	\$16,833.23	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	181
02/25/2003	\$16,306.77	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	182
02/25/2003	\$36,925.00	Rankin-Shelton, Rankin, Balch, WaterColor and Bayport	183
03/12/2003	\$265.76	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	184
03/12/2003	\$15,516.41	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	185
03/12/2003	\$16,833.23	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	186
03/12/2003	\$16,306.77	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	187
03/12/2003	\$13,353.02	Rankin-Shelton, Rankin, Balch, WaterColor and Bayport	188
03/12/2003	\$265.76	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	189
04/10/2003	\$19,146.20	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	190
04/28/2003	\$555.00	Rankin-Shelton, Rankin, Balch, WaterColor and Bayport	191
05/02/2003	\$19,141.20	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	192
06/02/2003	\$19,141.20	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	193
07/03/2003	\$19,141.20	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	194

08/04/2003	\$19,141.20	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	195
09/03/2003	\$19,141.20	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	196
10/12/2005	\$24,050.00	Rankin-Shelton, Rankin, Balch, WaterColor and Bayport	197
12/06/2005	\$11,082.36	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	198
12/14/2005	\$11,082.36	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	199
01/17/2006	\$11,082.36	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	200
02/10/2006	\$11,082.36	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	201
03/09/2006	\$11,082.36	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	202
04/21/2006	\$11,082.36	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	203
05/18/2006	\$11,082.36	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	204
06/30/2006	\$11,082.36	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	205
07/18/2006	\$11,082.36	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	206
07/24/2006	\$40.00	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	207
08/15/2006	\$1,500.00	Rankin-Shelton, Rankin, Balch, WaterColor and Bayport	208
10/27/2006	\$25,974.00	Rankin-Shelton, Rankin, Balch, WaterColor and Bayport	209
11/27/2006	\$11,968.95	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	210
_12/11/2006	\$12,582.40_	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	211
01/24/2007	\$12,567.40	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	212
05/01/2007	\$519.01	Sunbelt, Rankin, Balch, WaterColor, Rankin-Shelton and Bayport	213
05/09/2007	\$12,567.40	Sunbelt, Rankin, Balch, WaterColor,	214

		Rankin-Shelton and Bayport	
06/01/2007	\$12,567.40	Sunbelt, Rankin, Balch, WaterColor,	215
00/01/2007 \$12,307.40		Rankin-Shelton and Bayport	213
07/01/2007	\$12,567.40	Sunbelt, Rankin, Balch, WaterColor,	216
07/01/2007	\$12,507.40	Rankin-Shelton and Bayport	210
08/01/2007	\$12,567.40	Sunbelt, Rankin, Balch, WaterColor,	217
08/01/2007	\$12,307.40	Rankin-Shelton and Bayport	21/
09/01/2007	\$12,567.40	Sunbelt, Rankin, Balch, WaterColor,	218
09/01/2007	\$12,307.40	Rankin-Shelton and Bayport	210
10/01/2007	\$12,567.40	Sunbelt, Rankin, Balch, WaterColor,	219
10/01/2007	\$12,307.40	Rankin-Shelton and Bayport	219
02/08/2008	\$162,500.00	Water Treatment	220
02/15/2008	\$116,570.31	Water Treatment, WaterColor, Rankin	221
02/22/2008	\$60,000.00	Water Treatment, WaterColor, Rankin	222
02/29/2008	\$113,156.16	Water Treatment, WaterColor, Rankin	223

## **DAMAGES**

50. The Plaintiffs, as a direct and proximate cause of the conduct of the Enterprise's affairs, by and through the Defendants' pattern of racketeering as detailed above, suffered damages in excess of one million, five hundred thousand dollars, an amount to be determined by the jury, for which the Defendants may by jointly and severably liable up to threefold, including the cost of this litigation and reasonable attorneys' fees, *see* 18 U.S.C. § 1964(c).

## SECOND CLAIM

## STATE LAW FRAUD

51. Plaintiffs repeat and reiterate each and every allegation contained in paragraphs "1" through "49" as though fully set forth at length herein.

- 52. The racketeering activity alleged in paragraphs 1 through 50 of this Complaint also amounts to fraud under Alabama law. Without restating each and every allegation of the Complaint, Defendants specifically engaged in a fraud upon Plaintiffs, or conspired with one another to engage in a fraud upon Plaintiffs by falsely representing to Plaintiffs that Bayport Indemnity was an authorized insurance company to induce Plaintiffs to pay money to Defendants Rankin-Rivers and Rankin-Shelton in the form of premiums for errors and omissions, property, umbrella and other coverage for Plaintiffs' nursing homes. *See* Complaint, ¶¶ 47-49, *supra*.
- 53. As previously alleged with specificity each Defendant financially benefitted from Defendant Balch and Rankin's false representations regarding Bayport Indemnity, and each Defendant acted to assist in the scheme to maintain the false insuring scheme.
- 54. Plaintiffs undoubtedly relied on Defendant Balch and Rankin's false representations that Bayport Indemnity was an authorized insurer because Plaintiffs paid money to Defendants, as alleged in the complaint in detail, in the form of premiums for coverage.

#### **DAMAGES**

55. Pursuant to § 6-11-1, Ala. Code 1975, the Plaintiffs seek damages to be determined by the jury, as to their actual losses, together with punitive damages for the wanton, deceitful and fraudulent conduct of the defendants, as detailed above.

Dated: May <u>20</u>, 2010.

JAMES LEE FORD, P.C. 6111 Peachtree Dunwoody Road Building G, Suite 100 Atlanta, Georgia 30328 Telephone: 678-281-8750

MALOY JENKINS PARKER
Twenty-fifth Floor
75 Fourteenth Street
Atlanta, Georgia 30309
404.875.2700, phone
404.875.8757, fax
parker@mjplawyers.com

Respectfully Submitted:

James L. Ford, Sr. Georgia Bar No. 268050

Wilmer Parker

Georgia Bar No. 563550

Alabama Bar No. ASB-1376-R80W

# Exhibit A

07/20/2007 10:20

2563553070

RANKIN SHUTTLEWORTH

PAGE 01

P. O. Box 1132, Decatur, AL 35602 PH: (256) 260-0412 FAX: (256) 355-3070

Rankin-Shuttleworth, inc.



□ Urge	nt 🗆 For Review	□ Please Comment	☐ Please Reply	□ Plesse Recycle
Re:		CC:		
Phone:		Date:	07/20/07	
Fax:	205-879-9990	Pages	2	
To:	Hunter Carroll	From:	Rex Rankin	

stockham pc

07/20/2007 10:20 2563553070

RANKIN SHUTTLEWORTH

PAGE 02

## **BAYPORT CORPORATION** BAYPORT INDEMNITY CO. LTD. BEATRICE BUTTERFIELD BUILDING BRITISH WEST INDIES

THIS IS A CLAIMS-MADE POLICY. PLEASE READ THE ENTIRE FORM CAREFULLY. LONG TERM CARE FACILITY LIABILITY DECLARATIONS

These Declarations with Policy Provisions complete this Policy



POLICY NO: BAY-GLPF-314-2	RETROACTIVE DATE:	: October S. 2000
NAMED INSURED: ConsultAmerica, Inc.; Cart	bon Hill Leasing Co., Inc. d/b/a Con	•
MAILING ADDRESS: 41899 Hwy. 195 Haleyville, AL 35565		
POLICY PERIOD: From October 5, 2002 to October st your address shown above.	ober 5, 2003 et 12:01 A.M. Stan	dard Time
FORM OF BUSINESS: Corporation Indivi	idual 🔲 Partnership 🔲 Joint V	Venture Other:
Business Description: Long Term Care Facility		
Limits of Insurance		
Policy Aggregate Limit (Long Term Care Facility Professional Liability and General Liability Aggregate Limits Combined Long Term Care Professional Liability Each Medical Incident		\$ 300,000 ·
Aggregate Limit		\$ 300,000
General Lishlity General Aggregate Limit Each Occurrence Limit Products-Completed Operations Aggregate Limit Personal and Advertising Injury Limit Fire Damage Limit, Any One Fire Medical Expense Limit, Any One Person		\$ 300,000 \$ 100,000 \$ 300,000 \$ 100,000 \$ 50,000 \$ 10,000
Deductibles Long Term Care Facility Professional Liability (Each Medical Incident Including Loss of Adjustment Expense) General Liability (Each Claim Including Loss of Adjustment Expense)		
Total Advance Premium for this policy: \$46,78	8.00	
Note: Defense costs are inside the limits. This potential the limits of liability.		lmit. Such payments will reduce
IN WITNESS WHEREOF, the Company has cause be velid unless countersigned by a duly authorized	sed this policy to be executed zed representative of the Com	and attested, but this policy shall not
Issued At The Office Of The Company, BWI October		S. A.
RECEIVED 07-20-'07 10:12 FROM- 1		stockham pc P002/00

# Exhibit B

02/28/2003 15:43

2563507214

RSH INSURANCE

PAGE 05

<u>ACOR</u>	D. CERTI	FICATE OF	LIABI	LITY	INSURAN	ICE CSR KF	PATE (MM/DDVYY)		
RODUÇER		· +		THIS CE	TINCATE IC (CCI)	DAR A MATTER OF INC	03/03/03		
?.O. Box		INC.		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
Phone: 25	AL 35602 6-350-7296			INSURERS AFFORDING COVERAGE					
VSURED				INSURER A;	Underwriter	s at Loyd's			
,	YeneCirono of T			INSURER 8:					
Ì	areGivers of P BA Southern Os	ka suascors' ruc'	[	insurer c;		<u> </u>	· · · · · · · · · · · · · · · · · · ·		
î	500 W. Gregory Pensacola FL 32	St. 501	1	INSURER D:					
1				INSURER E:					
OVERAGES			·						
MAY PERTAIN, POLICIES, AGO	THE INSURANCE AFFORDED	W HAVE BEEN ISSUED TO THE II OF ANY CONTRACT OR OTHER D BY THE POLICIES DESCRIBED H HAVE BEEN REDUCED BY PAID	EDCINENT WITH RE				•		
14.2	YPE OF INSURANCE	POLICY HUMBER		CCY EFFECT	DATE (MM/DD/YY)	LMI	*		
GENERAL I	LIABILITY		1.00	THE PROPERTY OF T	T NATE (MENTANAA)	EACH OCCURRENCE	3 100000		
A X COM	CERCIAL GENERAL LIABILITY	BINDER		02/15/0	3 02/15/04	FIRE DAMAGE (Any one Ere)	s 50000		
	LAMS MADE OCCUR			-~; <u>m</u> @j V	-, VE/IS/UM		s 1000		
<del></del>	fessional		,		į	MED EXP (Any one petion) PERSONAL & ADV (NJURY			
			į				1 200000		
GENT, AGG	REGATE LIMIT APPLIES PER		ļ		-{	GENERAL AGGREGATE	s 300000		
POUC			ļ		1	PRODUCTS - COMPIOP AGE	\$ 200000		
AUTOMOBIA AVY A	LE LIABILITY			-		COMBINED SINGLE LIMIT (Ca accident)	s		
	when autos Duled autos					BODILY INJURY (Per person)	3		
$\overline{}$	O AUTOS OWNED ALITOS					BODILY IHJURY (Par accident)	s		
						PROPERTY DAMAGE (Per accident)	\$		
GARAGEL			ļ			AUTO ONLY - EA ACCIDENT	3		
AMYA	wro					OTHER THAN EA ACC	2		
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				<del></del>	<u> </u>	AUTO ONLY: AGG			
EXCRES L	L		{			EACH OCCURRENCE	5		
OCC.	R L CLAIMS MADE		İ			AGGREGATE	\$		
							\$		
$\vdash$	CTIBLE		i				\$		
	NTION &	<u> </u>					3		
EMPLOYER	COMPENSATION AND		[			TORY LIMITS ER			
!		ļ	į		1	E.L. EACH ACCIDENT	\$		
1			ļ		ł	E.L. DISEASE - EA EMPLOYE	e s		
OTHER	······································	ļ				E.L. DISEASE - POLICY LIMIT	<b>.</b>		
SCRIPTION OF	FOPERATIONS/LOCATIONS/V	efacler/exclusions added b	IV ENCORANGE I	esselle mode					
ສຸດນຸນ ກ	eductible. De:	Fense Costs Insi	de Limita	: Addi	tional Insure	eds:			
ERTIFICATE	HOLDER TAL	DITIONAL INSURED; INSURER LI	ETTER:	CANCELL	ATION	<del></del>			
SOUTHTR SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION									
THE THEORET THE MALINE HAR HAR THE TANK AND AND THE TANK									
Attn: Specialized Health Care				HOTICE TO THE CENTIFICATE HOLDER HANGO TO THE LEFT SYKON DESCRIPTION OF THE CENTIFICATE HOLDER HANGO TO THE LEFT SYKON DESCRIPTION OF THE CENTIFICATE HOLDER HANGO TO THE LEFT SYKON DESCRIPTION OF THE CENTIFICATE HOLDER HANGO TO THE LEFT SYKON DESCRIPTION OF THE CENTIFICATE HOLDER HANGO TO THE LEFT SYKON DESCRIPTION OF THE CENTIFICATE HOLDER HANGO TO THE CENTIFICATE HANGO TO THE CENTI					
<u> </u>	Birmingham Al 3	5290			REPRESENTATIVE	#B	£		
CORD 25-8	(tiat)					DACORD C	ORPORATION 191		

02/28/2003 15:43	2563507214	R	SH INSURANCE				PAGE 05	
ACORO, INSUI	RANCE BINDER					CSR XF	DAT	
		HE CONDITIONS SHOWN ON THE REVERSE S					02/2	8/03
PRODUCER PHONE	256-350-7296		ABPANY	4 OM	THE REVERSE	BINDE		<del></del>
<u></u>		Lic	oyd's				4401	j
RANKIN-SHELTON-HUNTER,	INC.		DATE	Ē	TIME	<del></del>	EXPIRATION DATE	Tiled
P.O. Box 2927		X M						12:01 AM
Decatur AL 35602		L	02/15/03	12:	02/	15/04	אסטא	
Edd Balch cone:	SUB CODE:	}	THIS SWIDER IS ISSUED	IED TO	EXTEND COVERA	GE IN THE ABO	AE WANED COW	PANY
ACENCY CUSTOMERIO: CAREGIV	and cope	DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Legation)						
THEURED		1					-	
CareGivers of Pen DBA Southern Caks	sacola, Inc.	E	Tursing Homes Pensacola, FL	3:	uv w. gre 2501	gory at	•	1
41899 Hwy 195			•					
Raleyville AL 355	65.7056	1						
COVERAGES		<u>.                                    </u>			·		170	
TYPE OF INSURANCE	COVERAGEFOR	ue.		·	SERVICES	LIM E I COMS %	AMO	Ithr
PROPERTY CAUSES OF LOSS				DEOUCHBL	- CONST	ASKO	W171	
BASIC BROAD SPEC						1		
					-			į
GENERAL WASILITY			·					
X COMMERCIAL GENERAL LIABILITY							\$10000	
X CLAMS MADE OCCUR	!					(Any one ine)	\$50000 -1000	
X Prof.				MED EXP (An		\$1000	n	
						FERSONAL & ADV INJURY GENERAL AGGREGATE		ō
	RETRO DATE FOR CLAIMS MADE:				PRODUCTS.	PRODUCTS - COMPLOP AGG		0
AUTOMORICE LIABILITY					COMRINED	NGLE LIMIT	5	
ANY AUTO						RY (Per person)		
SCHEDULED AUTOS						RY (Per sociden	<del></del>	
HIRED AUTOS	!				PROPERTY T		\$	
NON-OWNED AUTOS	•				PERSONALI		\$	
	!				- <del> </del>	UNINGURED MOTORIST		
AUTO PHYSICAL DAMAGE DEGUCTRIC							E	
COLLISION DEDUCTIBLE	ATT AEH;CTE2 TT SCHEDOLED AE	HICL	,E3.		<del></del>	L CASH VALUE		
OTHER THAN COL:	]				STATE	DAMOUNT	<b>-</b>  \$	
GARAGE LIABILITY	!					- EA ACCIDENT	1 3	
OTUA YHA	1					AUTO ONLY:		
<u> </u>						ACH ACCIDEN	s	
EXCESS LIABILITY						AGGREGATI	3	
UMBRELLA FORM	ļ				EACH OCCU	<del>~~~~~~~~</del>	12	
OTHER THAN UNBRELLA FORM	RETRO DATE FOR CLAIMS MADE:				AGGREGATI	ED RETENTION	3 -	<del></del>
	1	_				ATUTORY LIM		·····
Worker's Compensation and	i				EL EACH A		\$	
AND EMPLOYER'S LIABILITY	1					-EA EMPLOY	E S	
SE 000 Beauty	1				EL, DISEAS	- POLICY LIM	т is	
SMECIAL \$5,000 Deductible; Defense Coats Inside Limits FEES COMPRISES TAXES						* 	1 4	
COVERAGES					TAXES	VOTA: 2021"	\$	
NAME & ADDRESS								
			MORTGAGEE	X!	ADOMONAL (NEV	REQ		<del>-</del> _
LOSS PAYRE								
SOBNETR Southtrust Bank		La	AN #					
Specialized Resita	care Lending	AT	THURIZED REPRESENTA	TIVE		<del></del>		
P.O. Box 2554 Birmingham AL 3529	_				ر نام مسموس			
		THE .						
ACORD 75-S (1/98) NOTE: IMPORTANT STATE INFORMATION ON REVERSE SIDE GACURE CORPORATION 1993								

02/28/2003 15:43	2563507214	RSH INSURA	NCE		P	4GE 07
ACURD INSU	RANCE BINDER				SER KE	DATE 02/28/03
THIS BINDER IS A TEMPORARY IN	ISURANCE CONTRACT, SUBJECT TO	THE CONDITIONS	SHOWN ON TH	E REVERSE	SIDE OF TH	IS FORM
PRODUCER PHONE	o, Ext): 256-350-7296	COMPANY		- 1427	BINDER	
•		Loyd's				4401
RANKIN-SHELTON-HUNTER	. TNC		FFECTIVE	THE	<del></del>	EXPIRATION
P.O. Box 2927	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	42.12		X AM	<u> </u>	ATE I TIME
Decatur AL 35602		02/15/	3 12:0		00.14	X 12:0: /
Edd Balch		1	<del></del>			.5/04   NOO
CODE:	SUB CODE:	THIS BINDS	ER IS ISSUED TO EX ING POLICY 8:	TEND COVERAGE	VOBA 3HT KI	E NAMED COMPANY
AGENCY GUSTOMERID: CAREGIV			DPERATIONS/VEHIC			
CareGivers of Per DBA Southern Oaks 41899 Hay 195 Haleyville AL 355	•	Nursing	Ножея: 600 1, FL 325	W Gran		•
COVERAGES					Limit	
TYPE OF INSURANCE	COVERAGE	FORMS		DEDUCTIBLE		<del></del>
PROPERTY CAUSES OF LOSS		- <del> </del>	<del></del>	DEDUCTIBLE	COINS K	AMOUNT
FASIC BROAD SPEC						
GENERAL LIABILITY				EACH OCCURR	NCC.	\$100000
X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (		\$50000
X CLAIMS MADE OCCUR					~	<del></del>
X Prof.				MED EXP (Any o	<del></del>	\$1000
				PERSONAL & AL		±100000
	RETRO DATE FOR CLAIMS MADE:			GENERAL AGGE		4300000
AUTOMOBILE LIABILITY	RELITO DATE FOR CLUMS MADE:	·	·	PRODUCTS - CO		\$300000
, ANY AUTO				COMBINED SING	TE LIMIT	5
ALL OWNED AUTOS	1			BODLY WILRY	(Per person)	3
SCHEDULED AUTOS				BOOKY INJURY	(Par accident)	2
HIRED AUTOS			•	FROPERTY DAL	NGE	s
HIGH-OWNED AUTOS				MEDICAL PAYM	ENTS	s
TICH CHARGO NO 103				PERSONAL INJL	RY PROT	<u></u>
<del></del>			!	UNINSURED MO	топіст	\$
AUTO PHYSICAL DAMAGE DEDUCTIBLE						\$
	ALL VEHICLES SCHEDULED	VEHICLES		ACTUAL C	ASHVALUE	1
COLCISION				STATED	MOUNT	ીક
OTHER THAN COL:				OTHER		•
GARAGE LIABILITY				AUTO ONLY - E	ACCIDENT	3
ANYAUTO			1	OTHER THAN A	ITÓ ONLY:	
				EAC	H AGGIDENT	\$
EXCESS LIABILITY					GGREGATE	3
······································				EACH OCCURRI		\$
UMBRELLA FORM				AGGREGATE		5
OTHER THAN UMBREUA FORM	RETRO DATE FOR CLAIMS MADE:		=	SELF-INSURED	PERTUNI	15
		······································			JORY LIMITS	-
MORKER'S COMPERSATION				EL EACH ACCI		<del></del>
EMPLOYER'S LIABILITY					<del></del>	<u>  \$</u>
				E.C. DISEASE - S	<del></del>	<del></del>
SPECIAL \$5,000 Deductil	ole; Defense Costs Insid	e Limite		E.L DISEASE - P	OCILY LIMIT	*
SPECIAL \$5,000 Deductil CONDITIONEL DITHER COVERAGES			• •	FEES.		<u></u>
				TAXES		: s
NAME & ADDRESS				ESTIMATED TO	AL PHEMIUM	, 3
Southeastern Real 1	Estate Group	MORTGAGEE LOSS PAYRE LOAN #	X ADD	TIONAL INSURED	······································	
41899 Hwy 195 Haleyville AL 35569		AUTHORIZED REPR	SENTATIVE	Re		
ACORD 75-S (1/98)	NOTE: IMPORTANT STATE IN	FORMATION ON R	EVERSE SIDE	-	DACORD (	ORPORATION 199

10/12/2005 11:06 2054868505

CONSULTAMERICA

PAGE 03

PRODUCES RAINTS - Shuttleworth P.O. Box 1132 Decatur, Alabama 35502  ***HINTED***  **CONTROL OF THE POLICE SELLOW  ***CONTROL OF THE POLICE SELLOW  ***MANUAR SELECTION OF THE POLICE SELECTION OF THE PO	AC	ORD CERTIFIC	ATE OF LIABI	LITY INS	URANCI	E	DATE (MM/DD/YY) 10/05/05		
ENSURED A SUPPORT INCENTIVE AND ALL STATEMENT AN	PRODUCE Ra P.	R nkin-Shuttleworth O. Box 1132		THIS CERT ONLY AND HOLDER.	PICATE IS ISSU CONFERS NO THIS CERTIFICA	ED AS A MATTER OF IN RIGHTS UPON THE TE DOES NOT AMEND	VFORMATION CERTIFICATE EXTEND OR		
CONSISTENCE LIBERTY PRODUCES OF PROJUNCE LISTED BASE OVER YAMPE SEEDS OF PROJUNCE OF PROJUNCE LISTED BASE OVER YAMPE SEEDS OF PROJUNCE OF PROJUNCE LISTED BASE OVER YAMPE SEEDS OF PROJUNCE OF PROJUNCE LISTED BASE OVER YAMPE SEEDS OF PROJUNCE AND PROJUNCE CONTROL OF PROJUNCE ADDRESS OF P		Cueur, Arabana 55002		: INSURERS A					
Haleyville, Alabama 35565-7086    COVERAGES   MANUAL CLASSES   MANUAL CLAS	INSURED	ConsultAmerica, Inc	.dba Cottage Hill	INSURER B.	Bayport Inc	iemnity Ins. Co.			
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW FAVE BEEN ISSUED TO THE INSUE IS NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITTENTAIDING ANY REQUIREMENT. TERMOR COMMON FOR ANY CONTRACT ON OTHER DOCUMENT WHITE RESPECT TO WHICH THIS DESTRICTANCE MAY BE ESSIBLED OR MAY PREJUDENCE TO THE INSURANCE AFFORDED BY THE POLICY SEGRED HERBEIL IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MAY PROJUDENCE TO THE POLICY PERIOD INDICATE. MAY BE ESSIBLED OR MAY PERIOD. THE POLICY PERIOD INDICATE. MAY BE ESSIBLED OR MAY PERIOD. TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH PROJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE ALL THE TERMS, E		Haleyville, Alabama	35565-7056		***************************************				
THE POLICIES OF INSURANCE LISTED BELOW NAME BEEN INSURED TO THE INSPER DAMED ARROW FOR THE POLICY PRINCE HAVE THE SERVED OF MAY PREJUDE HAVE FOR THE POLICY PRINCE HAVE THE SERVED OF MAY PREJUDE TO THE POLICY PRINCE HAVE THE SERVED OF MAY PREJUDE ARROWS AND COMMITTION OF SUCH MAY PROJECT THE POLICY PROJECT AND COMMITTED THE POLICY PROJECT PRO									
THE SENT THE CHARMANIE POLICY NUMBER    CONTINUED LABRITY   COLORGICAL AGREEMAL LINEARY   COLORGICAL AGREEMAL AGREEMA	THE	POLICIES OF INSURANCE LISTED BELL REQUIREMENT, TERM OR CONDITION PERTAIN. THE INSURANCE AEFORDER	OL VILL BOY INES USECULOS DE SALVEL DE	CCIMENTAMIN K					
COLANGE CALL GENERAL LABELTY   EACH COCLINEERING   EMBOSED 1 PRODUCTS	THE ASS	TYPE OF INSURANCE			POLICY EXPIRATION	LIMIT			
COLUMBIAND COCUR   SMCDATE (Myros print)   S	] [					EACH OCCURRENCE			
PERSONAL ADVISION S  GREEN, AGGREENTE UNIT APPLIES PERS  PROJECT   SERVE   LOC  ALTOMORE LANGE SHAPE   LOC  ALTOMORE LANGE SHAPE SHOUL LANT   S  GREEN, AGGREENTE UNIT APPLIES PERS   LOC  ALTOMORE ALTOS   SCHEDARED SHOUL LANT   S  ROCKETS - COMPRISE SHOUL LANT   S  GREEN ALTOS   SCHEDARED SHOUL LANT   S  ROCKETS - COMPRISE SHOUL LANT   S  GREEN ALTOS   SCHEDARED SHOUL LANT   S  ROCKETS - COMPRISE SHOUL LANT   S  GREEN ALTOS   SCHEDARED SHOUL LANT   S  ROCKETS - COMPRISE SHOUL LANT   S  GREEN ALTOS   SCHEDARED SHOUL LANT   S  ROCKETS - COMPRISE SHOUL LANT   S  GREEN ALTOS   S  GR	1	}					<del></del>		
GENERAL AGGREGATE LIMIT APPLIES PERP.    POLICY   COMPRESSIONED LIMIT	1 1		•	<u>}</u>			<del></del>		
General Limit Property Page   Loc   Products - Compress Single Limit   1   1   1   1   1   1   1   1   1			•	<b>1</b>	į				
ANY AITO  ANY AITO  ANY AITO  ALLOWING DATIOS  SCHEAU RED AITOS  SCHEAU RED AITOS  WON-OWNED AUTOS  BEDDLY ALIPEY  ANY AITO  ALTO DAY, RA DOCUMENT  ANY AITO  ANY A	]			ţ	1	PRODUCTS - COMPAND AGG	s		
SCHEDURE AUTOS HIRED AUTOS HIRED AUTOS HON-OWNED AUTOS  ON-OWNED AUTOS  ON-OWNED AUTOS  ANALITO  BELIEVANA COMMENT  BELIEV		AUTOMOBILE LIABRATY	<u> </u>			COMBINED SINGLE LIMIT (Es accident)	2		
NON-OWNEDAUTOS   SOUTH STATE		SCHEDULED AUTOS					1		
ANY ANTO  ANY ANY ANY  AND SECONDARY S. AND AND AND AND AND AND ANY AND AND ANY AND AND ANY AND AND ANY ANY AND ANY ANY AND ANY ANY ANY AND ANY ANY AND ANY AN							3		
ANY AUTO  ANY AUTO  OTHER THAN BAAGE \$  CHERTHAN BAAGE BAAGE \$  CHERTHAN BAAGE \$  CHERTHAN BAAGE BAAGE \$  CHERTHAN BAAGE \$  CHERTHAN BAAGE	<del>  </del>					FROPERTY DAMAGE (PM Accident)	*		
A EXCESSIVEMENTAL LABILITY    OCCUP   X   CLAIMS MADE		<del></del>			-	ALITO DNLY - EA ACCIDENT	\$		
A EXCESSIONARELIALIABILITY OCCUR VICLING MADE OCCUR						MITTO AND V			
AGORGEATE \$ 700,000    DEDUCTBLE PROFESSIONAL   S   S	Α		BAY1946-1	10/05/05	10/05/06	AGG			
DESCRIPTION \$ 0  WORKER'S COURSENATION AND STATE THE PROTECTION \$ 1  WORKER'S COURSEAST TO SECURITY TO SELECTIVE OF FICE AND SECURITY SECU		OCCUR Y CLAIMS MADE		, , , , ,	20,00,00				
WORKER'S COMPENSATION AND EMPLOYER'S LIBERTY  ANY PROPRIETION PROTECTIONS AND ASSOCIATED BY ENDORSEMENTS PIXAL PROVISIONS  ELDISEASE - EA EMPLOYER IS ELDISEASE - EA EMPLOYER IS ELDISEASE - EARLOYER IS ELDISEASE - EA EMPLOYER IS ELDISEASE							\$		
ANY PROPRIETOR PARTICIPATIONS AND CONTROL OF THE ABOVE DESCRIPTION OF OPERATIONS UNder SECULIPED?  IT YES, SECOND UNDER  DESCRIPTION OF OPERATIONS ACCUSING SECOND SECULIPED BY ENDORSEMENTS PICAL PROVISIONS  Excess General Liability and Professional of 100,000/300,000 making a total of Cottage Hill in # 101071742  SECOND SE					<u> </u>		<u> </u>		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS LIDBED BY ENDORSEMENTSPIXAL PROVISIONS  Excess General Liability and Professional of 100,000/300,000 making a total of Cottage Hill in # 101071742  CERTIFICATE HOLDER  GMAC Commercial Corporation LN # 101071745  P.O. Box 1687  Horsham, PA 19044-6687  ELDISEASE-EA EMPLOYER IS ELDISEASE-EA EMPLOYER IS ELDISEASE-POUCYLIMIT IS DEPOSITED BY ENDORSEMENTSPIXAL PROVISIONS  ELDISEASE-EA EMPLOYER IS ELDISEASE-EA EMPLOYER IS ELDISEASE-POUCYLIMIT IS AGENTSON TO A COMMERCIAL PROVISIONS  ELDISEASE-EA EMPLOYER IS ELDISEASE-POUCYLIMIT IS AGENTSON TO A COMMERCIAL PROVISIONS  EXCESS General Liability and Professional of 100,000/300,000 making a total of \$500,000/\$1,000,000  CERTIFICATE HOLDER  SANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL MOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL MOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL MOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL MOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL MOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL MOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL MOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL MOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL MOTICE TO THE LEFT, BUT FAILURE TO DO SO SHALL MOTICE TO THE LEFT, BUT FAILURE TO DO SO SHALL MOTICE TO THE LEFT BUT FAILURE TO DO SO SHALL MOTICE TO THE LEFT BUT FAILURE TO DO SO SHALL MOTICE TO THE LEFT BUT FAILURE TO DO SO SHALL MOTICE TO THE LEFT BUT FAILURE TO DO SO SHALL MOTICE TO THE LEFT BUT FAILURE TO DO SO SHALL MOTICE TO THE LEFT BUT FAILURE TO DO SO SHALL MOTICE TO THE LEFT BUT FAILURE TO DO SO SHALL MOTICE TO THE LEFT BUT FAILURE TO DO SO SHALL MOTICE TO THE LEFT BUT FAILURE TO DO SO	WO!	rker's compensation and Loyer's Liability				YAR FLANTS PUR			
ELDISEASE - RA EMPLOYER IS  SECURITION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS LODGED BY ENDORSEMENT/SPI MAL PROVISIONS  Excess General Liability and Professional of 100,000/300,000 making a total of Cottage Hill Ln # 101071742  CERTIFICATE HOLDER  GMAC Commercial Corporation LN # 101071745  P.O. Box 1687  Horshaim, PA 19044-6687  ELDISEASE - RA EMPLOYER IS  ELDISEASE - RANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION  NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO 60 SHALL  MPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR  REPRESENTATIVES.  JUTHORZEO REPRESENTATIVE	ANY	PROPRIETOR/PARTNER/EXECUTIVE		İ	1				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS IDDED BY ENDORSEMENT/SPI KNAL PROVISIONS  Excess General Liability and Professional of 100,000/300,000 making a total of Cottage Hill Ln # 101071742  S500,000/\$1,000,000  CERTIFICATE HOLDER  GMAC Commercial Corporation LN # 101071745 P.O. Box 1687 Horsham, PA 19044-6687  ANGELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE HISUNG INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO 50 SHALL MPORE NO DELIGATION OR LIABILITY OF ANY KIND UPON THE HISUNER, ITS AGENTS OR REPRESENTATIVES.  JUTHORIZED REPRESENTATIVES.	if ye	s, describe under CIAL PROVISIONS below		4	i				
Excess General Liability and Professional of 100,000/300,000 making a total of Cottage Hill Ln # 101071742 \$500,000/\$1,000,000  CERTIFICATE HOLDER  GMAC Commercial Corporation LN # 101071745 P.O. Box 1687 Horsham, PA 19044-6687  Excess General Liability and Professional of 100,000/300,000 making a total of \$500,000/\$1,000,000  SANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE IBBURG INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO 60 SHALL MPOSE NO OBLIGATION OR LABELITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  JUTHORIZED REPRESENTATIVES.	ОТН	ER	,			EL DISEASE - POUCY LIMIT	<u>                                     </u>		
Excess General Liability and Professional of 100,000/300,000 making a total of Cottage Hill Ln # 101071742 \$500,000/\$1,000,000  CERTIFICATE HOLDER  GMAC Commercial Corporation LN # 101071745 P.O. Box 1687 Horsham, PA 19044-6687  Excess General Liability and Professional of 100,000/300,000 making a total of \$500,000/\$1,000,000  SANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE IBBUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NUTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO 60 SHALL MPOSE NO OBLIGATION OR LABBLITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  JUTHORIZED REPRESENTATIVES.	DESCRIPT	ION OF OPERATIONS/LOCATIONS/VEHICLES	EYMUSOUS LABOR BY PURCHASILE						
GMAC Commercial Corporation LN # 101071745 P.O. Box 1687 Horsham, PA 19044-6687  ### 19044-6687  #### 101071745  ###################################						naking a total o 00/\$1,000,000	<b>f</b>		
GMAC Commercial Corporation LN # 101071745 P.O. Box 1687 Horsham, PA 19044-6687  ### 19044-6687  #### 101071745  ###################################									
P.O. Box 1687 Horsham, PA 19044-6687  ATE THEREOF, THE IBBUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NUTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABRATY OF ANY KIND LIPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	CERTIFI	CATE HOLDER							
J. UTHORIZED REPRESENTATIVE	۲.	P.U. BOX 1687			DATE THEREOF, THE IBBUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NUTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO 60 SHALL				
ACORD 25 (2001/08)	Access	1 Property				Ben	A.		

10/12/2005 11:06

2054868505

CONSULTAMERICA

PAGE 05

A	CC	R	D. CERTIFIC	ATE OF LIABIL			<u>-</u>	DATE (MM/OD/YY) 10/05/05
PRODU	CER	P	ankin-Shuttleworth .O. Box 1132 ecatur, Alabama 35		HOLDER. 7	HIS CERTIFICAT	ED AS A MATTER OF IN RIGHTS UPON THE TE DOES NOT AMEND, FORDED BY THE POLI	FORMATION CERTIFICATE EXTEND OR
		U	ecator, Atapana 55	BUZ	insurers ai	NAIC#		
Insure			nsultAmerica, Inc.	dba Health	INSURER A: BE	yport Indem	nity Ins co.	
			Rehabilitation 899 Highway 195		INSURER C			
		_	leyville, Alabama		INSURER D:			
AN MA	Y RE	LIOII	rement, term or condition in, the insurance afforded	AV HAVE BEEN ISSUED TO THE INS OF ANY CONTRACT OR OTHER DO DBY THE POLICES DESCRIBED HER Y HAVE BEEN REDUCED BY PAID OF	CUMENT WITH RI EN 18 SUBJECT T JUMS,	ESPECT TO WHICH O ALL THE TERMS,	ITHIS CERTIFICATE MAY I	BE ISSUED OR
門の	381		Type of insurance	PC-CLCY NUMBER	THE STREET	POLICY EXPIRATION DATE IMM/DOYY)	LIMITS	
	- 1		FRAL LIABILITY					1
ļ	Ļ	-4	COMMERCIAL GENERAL LIVERLITY	· 1		l	PREMISES (EN CONTROLS)	<u> </u>
	-	-∔	CLAIMS MADE OCCUR			ĺ	MED EXP (Any one person)	<u>.                                      </u>
. 1	}					İ	PERSONAL & ADVINJURY	3
	ŀ	 	L AGGREGATE LIMIT APPLIES PER:			•	GENERAL AGGREGATE	-
	-	_	POLICY PRO LOC				PRODUCTS - COMPART AGG	3
	- [	AUT	DMQBILE LIABILITY ANY AUTO				COMBINED SINGLE LIMIT (En accident)	<b>\$</b>
	ļ		all owned autos Scheduled autos				(Per person)	\$
			HRED AUTOS NON-OWNED AUTOS			ļ	BOOKY INJURY (Per accidont)	s
	_						PROPERTY DAMAGE (PW scckens)	3
}	ļ	GAR	age Liability				AUTO ONLY - EA ACCIDENT	\$
		_	OTUA YMÀ	į			OTHER THAN EA ACC	3
┞╼╾┤	{					<del> </del>	AUTO ONLY: AGG	
A	- 1	EXC	OCCUR X CLAIMS MADE	BAY 1948-1	0, 05/05	10/05/06	EACH COCURRENCE	400,000 400,000
	- 1			φ/(1 1340-1 - 1	0) 05) 05	10/03/00	AGGREGATE	2 000,000
			Professional					3
			RETENTION S ()			<u> </u>	I Mar annin I I I I I I I I I I I I I I I I I I	5
l į	wori Empl	OYE	S COMPENSATION AND RS' CLADILLTY	l i			- HARFOUR PER	
	OFFIC	:ERA	RIETORIPARTNER/EXECUTIVE JEHIBER EXCLUDED?	1		}	ELEACH ACCIDENT	3
	SPEC	UNIX IAL P	ribe under ROVISIONS below			<b>.</b>	EL DISEASE - POLICY LIMIT	3
DESC		ON O		SASKALUSIONS . CODED BY EMORRENEW				
He	al	th	& Rehabilitation	and Professional ove Ln#101071740	c rimary	∩L YÒN'ÖÖN\}	300,000 making a 500,000/1,000,00	total of
CER	TIFIC	AT	E HOLDER		CANCELLAT			
- P.1	).	೪೦೫	nmercial Corporati k 1687 , PA 19044-6687	on Ln #101071740	DATE THEREON NOTICE TO THE	, the issums insuf Certificate Holde	BED POLICIEB BE CANCELLED B IER WILL, ENDEAVOR TO MAIL R NAMED TO THE LEFT, BUT FAI	10 DAYS WRITTEN LURE TO DO SO SHALL
		~***	, <b>420</b> 77-000/				OF ANY KIND UPON THE INSU!	er, its agents or
					REPRESENTAT	ives. Ipresentative	10	5
		<u></u>	1		.]			and the same
ACÇ	RD:	25 (	2001/08)				© ACORD CO	RPORATION 1988

03/28/2006 08:23

2563553070

RANKIN SHUTTLEWORTH

PAGE 01

		CATE OF LIAI	BILITY INS	URANCI		DATE (MM/DD/YY) 03/28/2006		
EDUCOR	WATER TREATMENT INDUS C/O RANKIN-SHUTTLEWOR P. O. BOX 1132 DECATUR, AL 35802-1132 PH: 258-280-0412 FAX: 256-	TH, INC.	ONLY AND HOLDER, ALTER THE	THIS CERTIFICATE IS ISSUED AS A MATTER OF IN ONLY AND CONFERS NO RIGHTS UPON THE HOLDER, THIS CERTIFICATE DOES NOT AMEND ALTER THE COVERAGE AFFORDED BY THE POUR THE THE COVERAGE AFFORDED BY THE POUR TH				
NSUREO				INSURERS AFFORDING COVERAGE				
MAUREO	CAREGIVERS OF PENSA	ACOLA, INC.		INSURER A: UNDERWRITERS AT LOYD'S				
	DBA SOUTHERN OAKS	***	INSURER B:					
	600 W. GREGORY STRE	ET	INSURER C:					
	PENSACOLA, FL 32501		INSURER D:					
			INSURER E:					
MAY	POLICIES OF INSURANCE LISTED BE REQUIREMENT, TERM OR CONDITION PERTAIN. THE INSURANCE AFFORDS	Y OF ANY CONTRACT OR OTH TO BY THE POLICES DESCRIBE	ER DOCUMENT WITH R DHEREN IS BIRJECT T	ECOEPT TO WILKL	1918D DECEMBRANCE 1/4.c.	AP IAGUES AS		
FOLK	CIES, AGGREGATE LIMITS SHOWN M	AY HAVE BEEN REDUCED BY P	AID CLAIMS,					
ir ask		POLICY NUMBER	POLICY EFFECTIVE DATE (MADDAYY)	POLICY EXPIRATION DATE DAIL DOTY	Likin			
.	GENERAL LIABILITY	DOLOUD OF	00117100		EACH OCCURRENCE	s 100000		
A	X COMMERCIAL GENERAL LIABILITY	RS104B-01	02/15/06	02/15/07	PREMISES (EN DOCUMENCE)	\$ 50000		
- 1	X CLAIKS MADE OCCUR				NED EXP (Any and person)	s 1000		
1	X PROFESSIONAL LIAB		1	1	PERBONAL & ADVINJURY	s 1000D0		
ŀ		1	1	ł	GENERAL AGGREGATE	\$ 300000		
i	GEN'L AGGREGATE LIMIT APPLIES PER		1	į				
	X POLICY PER LCC		}	}	PRODUCTS - COMP/OP AGG	\$ 300000		
	ANY AUTO				COMBINED SINGLE LIMIT (Es scotant)	s		
	ALL CANNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$		
	HERED AUTOS NON-OWNED AUTOS			<u> </u>	BODILY INJURY (Paracedant)	3		
_					PROPERTY DAMAGE (Per accident)	s		
	GARAGE LIABILITY			ĺ	AUTO ONLY - EA ACCIDENT	5		
	ANYAUTO		'		OTHER THAN EA ACC	s		
	<u> </u>				OTHER THAN EA ACC AUTO ONLY: AGG	5		
- 1	EXCESSION BRELLA LIABILITY				EACH OCCURRENCE	\$		
ı	OCCUR CLAIMS MADE				AGGREGATE	2		
		1	1	i .	Modricaric			
	DEDUCTIBLE	İ	1	i		\$		
	RETENTION S					5		
1		<del>                                     </del>			1 1116 A-1-1	5		
EMP	rker's compensation and Ployers' Uability			1	YXX TATY: PEH			
ANY	PROPRIETOR/PARTNER/PYECT/THAS				ET, EACH ACCIDENT	s		
OFF If we	CERMEMBER EXCLUDED?			[	ELDISEASE - EA EMPLOYEE	3		
	ts, describe under ECIAL PROVISIONS below			<u> </u>	EL DISEASE - POLICY LIMIT	5		
OTH SCRIPT	TON OF OPERATIONS/LOCATIONS/VEHICLE	SIFXCLUSIONS ADDED BY ENDORR	MISHTERPETAL DOMINGON					
5,000	DEDUCTIBLE, DEFENSE CO.	STS INSIDE LIMITS.						
ERTIF	ICATE HOLDER 14842		CANCELLATI			·		
			SHOULD ANY OF	THE ABOVE DESCRIB	ED POLICIES BE CANCELLED SE	FORE THE EXPIRATION		
	ACCHON FOR LOSS				R WILL ENDEAVOR TO MAR.			
	AGENCY FOR HEALTH C	ARE			NAMED TO THE LEFT, BUT FAIL			
	ADMINISTRATION LONG TERM CARE UNIT 2727 MAHAN DRIVE	. MS33	IMPOSE NO 081 REPRESENTATA	IGATION OR LIABILITY ( PES,	OF ANY KIND UPON THE INSURI			
	TALLAHASSEE, FL 3230	<b>6</b>	AUTHORIZED REP	Brook	CAROLE	BROOKS		
CORD	25 (2001/08)				© ACORD CO	RPORATION 1988		

### **Exhibit C**

## Rankin – Shelton – Unrter

October 122002

Rex Rankin III Sandy Sheltor Jo Hunter - -Edd Balch Si

Attn. Susaii ConsultAmerica: Inc. etal 41899 Hwy 1954 Haleyville, ADS5565 7056

RB-Commercial Insurance

Dear Susan

Renour conversation a tew minutes ago please find englosed our invoice (or the property insurance renewal. Please note we have set this premium up into three edual monthly installments due October November and December. After you make the December installment, there will be no other payment on the property unit mexityear.

Also enclosed pleasesting the invoice for the deposit premigrounche hability/malpractice insurance. This premium is being thanced with Sunbelt General Agency the same as last year. After the initial down payment after will be six monthly installments as indicated on the agreement. Please have the premium finance agreement signed and returned with the down payment check to our office.

Susan, Ldiscussed these renewals with Gene in Birmingham yesterday nowever hyou have any questions please feel free to give us a call

Yours very sincerely

Edd Balch /

RANKIN SHELTON HUNTER & BATCHE

EB/kf2

enclosures

#### RANKIN-SHELTON-HUNTER, INC.

P.O. Box 2927 Decatur, AL 35602 Phone: 256-350-7296 INVOICE#

19687

Page 1

**100** 

ACCOUNT NO.
CONSAME
BALANCE DUE ON
10/05/02

KF

DATE 10/01/02

ConsultAmerica, Inc. etal Gene Church 41899 Hwy 195 Halcyville, Al. 35565-7056

Itm # Eff Date Trn Type Description

Amount

228774

10/05/02 MEM GL

Down Pmt-Gen. Liab./Prof.

\$ 94,375.00

Invoice Balance:

\$ 94,375.00

24 dr. 350, 274

### Exhibit C-1

en de <del>de</del> de la companya de la companya de la companya de la companya de la companya de la companya de la companya

09/16/2004 08:17 999999 R5H

LAPF RI

to: DANNY Bormberg @ 334-242-05
FROM: Edd BAIL

#### Consultamerica, Inc. 2001/02 Premium Breakdown by Facility

	Carbon Hill	East Haven	Cottage Hills	Office	Total
Property	\$ 6,443.00	\$ 8,422.00	\$ 13,498.00	\$2,725.00	31,088
Gen Liab	16,457.00	17,294.00	17,852.00	3,475.00	55,078.
Professional	93,259.00	98,001.00	101,162.00	0-	292,422
Boiler & Ma	ich 535.97	535.97	535.97	Include.	1607.91
TOTAL	<b>\$116,694.97</b>	\$124,252.97	\$133,047.97	\$6,200.00	:' .
Down Pay:	\$ 29,173.74	\$ 31,063.24	\$ 33,261.99	\$1,550.00	
Monthly: (6 Installme	·\$ 15,123.58 nts)	\$ 16,403.29	\$ 17,243.33	\$ 801.35	

### Exhibit C-2

10/03/20	302 10:35	2563507,214	RSH INC		PAGE 02/02
<u>-</u>				N	1,
				• ·	
		2002/0	Consultamerica, Inc. 3 Premium Breakdown I		····
		Carbon Hill	East Haven	Cottage Hills	Office
	Property	\$ 5,198.00	\$ 7,186.00	\$ 12,321.00	\$2,569.00
Eig off	Syst. Breal	kdwn 828.50	828.50	828.50	828.50 <sup>1</sup> / <sup>5</sup>
	Gen Liab & Professi	119,745.00 onel	125,833.00	129,892.00	2,030.00
	• 1				
					. 3.35
	TOTAL	\$125,771.50	\$133,847.50	\$143,041.50	\$5,427.50 Stopping
	Property.3	15 00 PEI	own Payable in 3 Equal	Manthly Installms	
	Location a	s Follows:	фин гауапте III э гейни	14YOMERIA THREMITHE	uis by
		\$2,008.83	\$2,671.50	\$4,383.17	\$1,132.50
	Lishility (	`oversges Kinouse	d With Sunbelt as follow	**************************************	•
	Down Pay		\$31,458.25	\$32,473.00	\$ 507.50 <i>第</i> 94 3755 <sup>55</sup> ·
	Monthly	\$15,516.41	\$16,306.77	\$16,833.23	\$ 265.76 ≤ Y843>3,17
Cope !	(6 Installu		4,0,500.77	\$10,035.25	3_400,/0 = 13 (2 %)//
	٠٠ ١ ﴿	C:18 95 '1:	0.00	37603	ं <sup>स</sup> ्रिक्त ॐ ०३
	•	SUR 2 13	157512	5-5	1227
	•	14 700:			
		:_ ;			
					•
		•			

### Exhibit D

ACORD. CERTIFICATE OF LIA	<b>BILITY INSURA</b>	NCE CSR KF DATE (MM/DD/YY) 01/23/03
PRODUCER		ED AS A MATTER OF INFORMATION
DANKEN COURT HOLD VIRGINIA	ONLY AND CONFERS NO	RIGHTS UPON THE CERTIFICATE
RANKIN-SHELTON-HUNTER, INC. P.O. Box 2927		TE DOES NOT AMEND, EXTEND OR FFORDED BY THE POLICIES BELOW.
Decatur AL 35602		
Phone: 256-350-7296	: INSURERS	AFFORDING COVERAGE
INSURED	INSURERA: Bayport In	s Comp DBA HC Ins Co
_	INSURER 8:	
CareGivers of Pensacola, Inc. DBA Southern Oaks 600 W. Gregory St. Pensacola FL 32501	INSURER C:	*
600 W. Gregory St.	: INSURER D:	
rensacola FL 32501	INSURER E:	
COVERAGES		
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NA ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT I MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREN IS SI POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.	WITH RESPECT TO WHICH THIS CERTIFICATE	MAY BE ISSUED OR
INSR LTR TYPE OF INSURANCE FOLICY NUMBER	POLICY EFFECTIVE   POLICY EXPIRATION DATE (MM/DD/YY)	N. LIMITS
GENERAL LIABILITY	: ONTE (MINUTE)	· EACH OCCURRENCE \$ 100000
A 'X COMMERCIAL GENERAL LIABILITY BINDER	02/01/03 02/01/04	
X CLAIMS MADE OCCUR	, 02,02,03: 02,02,0	MED EXP (Arry one person) \$ 1000
, and the same of		PERSONAL & ADVINSURY \$ 100000
		GENERAL AGGREGATE \$ 300000
GEN'L AGGREGATE LIMIT APPLIES PER:	:	PRODUCTS - COMP/OP AGG · S 300000
POLICY: JECT LOC	İ	1.400010-CORE/OF AGG 3.500000
AUTOMOBILE LIABILITY		•
ANY AUTO		: COMBINED SINGLE LIMIT : (Ea accident)
ALL OWNED AUTOS	· ·	
SCHEDULED AUTOS		; BODILY INJURY ; (Per person)
HIRED AUTOS		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
NON-OWNED AUTOS		BODILY INJURY \$ (Per accident)
NON-OTTAGE NOTOS		
	;	PROPERTY DAMAGE (Per accident)
GARAGE LIABILITY		AUTO ONLY - EA ACCIDENT \$
'ANY AUTO		OTHER THAN EA ACC \$
	!	AUTO ONLY AGG , \$
EXCESS LIABILITY		EACH OCCURRENCE \$
OCCUR CLAIMS MADE	•	AGGREGATE S
•	·	\$
DEDUCTIBLE		\$
RETENTION \$		5
WORKERS COMPENSATION AND		WC STATU- OTH-
EMPLOYERS' LIABILITY	;	E.L. EACH ACCIDENT S
·	•	E.L. DISEASE - EA EMPLOYEE S
		E.L. DISEASE - POLICY LIMIT S
OTHER		THE PERSON OF TH
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORS	EMENT/SPECIAL PROVISIONS	
\$5,000 Deductible. Defense Costs Inside Li		
		······································
	•	
CERTIFICATE UOI DED		
CERTIFICATE HOLDER N ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION	
AHCA	000 SHOULD ANY OF THE ABOVE DES	CRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
		URER WILL ENDEAVOR TO MAIL $10$ DAYS WRITTEN
Agency for Health Care	NOTICE TO THE CERTIFICATE HO	DER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHAL
Administration Long term Care Unit, MS33	IMPOSE NO OBLIGATION OR LIAB	ILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR
2727 Mahan Drive	REPRESENTATIVES.	1
Tallahassee FL 32308	AUTHORIZED REPRESENTATIVE	200
	Edd Balch	1 / 12
ACORD 25-S (7/97)	J. C. C	ACCRU CORPORATION 1988

### Exhibit E

10/04/2001 14	2563587 SO 80	UNBELT GEI	NERAL AG	ENCY, II	ÝC.	, PAĢE	£, 81/81 £
AttniSusan		RANCE PREM	MAYOOME TALL WE	.МОММИ ЗБ	123-1.114	· ·	<u> </u>
AGDELASTIC		•	•••	เหรบ	RED; REA	D BEFO	RE SIGNIN
AGREEMENT, mad	e, executed and delly	ered this day o		•	·		, betwe
lams ConsultAme (PRI)	raca. Inc. et It name exactly a	8] TAPPEARS INTHE PO	DUCY DECLARATION	e1	HOME PHON	re ()	
			- DEGRANION	·/	•	z (205_) 46	36-2558
failing Address 4	1899 Hwy 195		Crry	.Haleyvill			35565-7
ocial Security Numbers ecolomics referred to a inancing of the balance	s insured, and SUN of the premiums on OLICIES OF P	BELT GENERAL AGEN the following policies of ERSONAL/CON	SUMER INSI	corporation, l	ereinalter rele	rred to as Su	
DATE DATE		T ADDRÉSS OF INSURING YERAL AGENCY AND COV		E TYPE	OF POLL	CY NUMBER	OF CLASSICAL CONTRACTOR OF CLA
0/5/01-10/5/02	Lloyds/Ranki	n-Rivers		COVER	102	- HORBER	PREMIUM
0/5/01-10/5/02	Hartford Ste		<del></del>	GL/Pr		·,	347,500.0
0/5/01:10/5/02				· Ednib	Brkdh FBR	22,45,926	1, 507.9
TOTAL CASH PRICE				Proper	ty . 2x3	760402 "	37,088.00
l'Total Premiura). Including your le payment et :95,048,97			PHANCE CHARGE (MILE) STREET (MILE) WITH COST (MILE)	Title amount you will	F PAYMENTS II have paid after you needs as acheduled	ANNUAL PE	RCENTAGE RAT I CIBOT 25 2 yearly 11
s 380 . 195. 91	1 s_285,14	6.94	0,482.16		·. ·		
<i>f</i>	<del>,</del>			= s <u>295;</u>		<u> 12.5</u>	
	OWOUNT OF	UR PAYMENT SON	WHEN FIRS				<u> </u>
·	CH PAYMENT	PAYMENTS		T PAYMENT	When Sue Payments	SEQUENT ARE DUE	[.
s_49	,271,55	6 ·	11/5/0				
FTENTION!!! Attach (orn) #L-(	01 if there are any lighted	llos manuses autori			5th		maintain the Insure
emization of Amount Finar id to the Insuring Company is incement, as that Company is recement, as that Company is it expansed of Loan: For any stared, and its payment of the 1 their brokers or agency on and back sides of this aced at the top of this agreement coording to the payment scheduler of the latered hereby actually. The latered hereby actually the latered hereby and the top-amoting payable thank in and dividends which in all as any loss gayments that the loss payer lateress). Insured	sted above.  I in consideration of Suntilla consideration of Suntilla Consideration of Suntilla Consideration of Suntilla Consideration, Insured promite in or the otherwise director in University of Suntilla Consideration of S	solver of the Premain Fin- thelt's entersion of credic'it prement in the insurance con to the terms liqued therein, on See to pay Symbols, at the ad- thy Symbols, at the ad- thy Symbols, at the ad- thy Symbols, at the ad- thy Symbols, at the ad- thy Symbols, at the ad- thy Symbols, at the ad- thy Symbols, and ad- any and all gross interned the lived policy of insurance with lived policy of insurance the may retain any funds the	tion accel five distance of the more deliant (Suns Charges of Suns lt agrees to refuse (1883), subject to a 1.00) will be made. I commit be defense granulistic (1894), subject to 5 provinces (1894), subject to 5 provinc	a disaltance dia un nonrefusibile citar nonrefusibile citar nor for for (5) or recenting the subject the disaltance for fife ted policy of insuran- (500) in die case-o d insurance premiu	noute funce of the control of the co	al outstanding Amon I so Sunbell before it Tunge (as determine ough no refund of le sured agrees to pay out, or one dollar ar- of are dollars (55,00 days, and if said delu- grees to pay to Sunbo- unce premium finance a about nonpaymen	
Trice to insureor (1) Read main important terms of this: I disputes krining hereunder as I sign this agreement if it cont				broker understand	s and agrees tha	l the geovisions	on the reverse sid
calle trees the last some and it is the server	ains blank spaces (but se	Policy Not Yet Issued on	tue _		THE IS A PART	PALLS SECCION	1
celly blading anon studies and	il to protect your lead of	ghis. (5) This screement is	not				(SEU
By signing this agreement, insufer of this agreement and solve creek				(0 -/-0)	<u></u>	BROKER No.:	
SURED: PROPERTY	(Untino		YOUNG WANTE	<u>Rankin-S</u>	hel ton-Hu	nter loc	<u> </u>
- Janes	DAIT:	2/25 /0/	(L) Telephone Nu	ин: (256_)	_350=7296	<u>.                                    </u>	· · · · · · · · · · · · · · · · · · ·
achetic .		(2.6)	AGENCY'S MAILI	NG ADURESS: 🗀	P.O. Box 2	927	
	DATE:		Črny <u>Decat</u>	:ur	STATE_	AL ZIP	35602 ·
					•		
					•	Qu <sup>3</sup>   <sup>2</sup>	2/65
	(BA)(A) (04	· • • • • • • • • • • • • • • • • • • •			•	A131	48

Case	5:10-cv-01299-IP	J Document 1	Filed 05/20/10	Pag
	SÚNB P.O. BÓX 2311	LT GENERAL	L AGENCY, INC ERY, ALABAMA 3612	<b>).</b> . 3-1114
	INSURANC	E PREMIUM FI	NANCE AGREEM	ENT

THIS AGREEMENT, made, executed	d and delivered this 1 St	day of Oc	tober	vəukedi∙R: 	EAD BEFOR	E SIGNING.
Name ConsultAmeric (РЯІНТ NAME)				Номе Рі	NONE ().	, Jeweell
	· · · · · · · · · · · · · · · · · · ·			Work P	MONE ( 205) 486	-2558
Maicing Adoress 41899 Hw		. A	Cmv <u>Hale</u>	yville	STATE AL ZIP	35565-7056
Social: Section: Number or Tax in hereinalter referred to as insured inancing of the balance of the pre- POLICIE	Land SUNBELT GENERA	L AGENCY, ING., an olicies of personn/co	onsumer insurance	e: • • • • • • • • • • • • • • • • • • •		belt, for the
EFFECTIVE EXPIRATION NAME	E-AND EXACT ADDRESS OF NCLUDE GENERAL AGENCY	INSURING COMPANY FO	ORNOTICE	TURE OF	POLICY NUMBER	PREMIUM
	s (Rankin-Rivers		<del></del>	L/Prof.		377,500
					· ·	
TOTAL: CASH PRICE Total Premium), adduding your Down The premium), adduding your Down The promium (of 94, 375,00	AMOUNT FINANCED amount of credit provided to you for on your behalf	+ FINANCE CHA The dollar amount the will cost you	cruit The amoun	OTAL OF PAYMENTS nt you will have paid afte de all payments as sched	ter you The cost of your	RCENTAGE HATE TO CHOICE STATE TO CHOICE STATE TO CHOICE STAT
\$377,500 s	283;125	+1\$ 10,408.02	= \$ 2	93,533.02	% <u>12.5%</u>	
AVOINT	10011,1 4 3111 5	NT SCHEDULE WI	<del></del>	<del></del>		
AMOUNT O EACH PAYME	ENT PAYN	MENTS :	VHEN FIRST PAYMEN IS DUE	PAYMI	N SUBSEQUENT SENTS ARE DUE	-
	hundred percent of the Amount policy that is the subject of this derauton of Sunbell's extension listed on this Agreement to the trials, and subject to the terms list insured promises to pay Sunbit rivise directed by Sunbell; the bove.  Sunbell, and grants Sunbell a security and all grants of the subject of the unearned premiums (subject of the sunearned premiums (su	I Financed will be Preplement Finance due, a by us than it of credit to the insurance companded herein on both the address total of payments to the sort unity interest to the sort unearned presently interes	y in force.  symment: It is agreed to sunbelt as moreover, Sunbelt agree ing the Rule of 788), sut one dollar (\$2.00) will in the Charge: if a payment is elt a Lue Charge amount zous (\$1.50), whichever the lattice that charge if a province lattice that charge if a province it is provinced to the charge of the collaboration charge of five (\$15.00) in the case of curact Reference: See that, acceleration of manual collection of manual collection of manual collections.	that Insured has the any time. If insured pases to refund to Insured bject to a nonrefundable made, is delinquent for five (fing to 5 per centum (5 r amount is greater, but payment is delinquent to of the listed policy of dollars (\$5.00) in the commercial instrance; the remainder of this a turity, and prepayment	document for information terms.	al ourstanding Amount d to Sunbelt before it is Change (2s determined nough no refund of less assured agrees to pay to tours, or one dollar and of five dollar's (\$5.00).  days, and if said delinances to pay to Sunbelt rance premium finance on about nonpayment,
NOTICE: TO INSURED: (1) Read both side contain important terms of this agreement ill disputes assume her cunder and a corre- out ligh this agreement of contains blank exerce side); (3) You are entitled to a co- teen your copy of the agreement to orcite	providing walker of rights to tri k spaces (bur, see: Policy Not Y	al by survive (2) Do.	undersigned broker û of are incorporated he oker Signáture:	inderstands, and age rein by reference as	ees that the provisions a part of this agreemen	s on the reverse side
cert your copy of the agreement to prote egally blading upon SunBELT until duly all By signing this agreement, insured agree ides of this agreement, and acknowledges of hereof.	cented (see "ACCEPTANCE" on a local terms and conditions list battle on a second terms and conditions list battle one a second terms as the second	mr-combrere coby :	DATE: Ran	nkin-Sheltor	BROKER No.:	• •
NSURED:	DATE:	(SEAL) TELE	ephone Number (	256 )* 350-	-7296 Box 2927	
	2 #/9/04			•	A03/22	Tarley or ye

# SUNBELT GENERAL AGENCY, INC. P.O. BOX 231114 • MONTGOMERY, ALABAMA 36123-1114

INSURANCE	DDESMILIM	CINIANOE	ACDEEMENT
MOOUNIACE	PUEMMON	FINANCE	AGREEMEN

			0	) M30.		HEIMOM			INSURI	ED: REAL		E SIGNING
THIS A					ered this <u>1st</u>	day of <u>M</u>	arch		<u>.</u>			2003, between
Name_	Ca	reGi ver	S,	Inc. we exactly as	T ADDEADS !!	VITUE PALICY O	ECI ADATIONS	<del>.</del>		Home Phone	<u>()</u>	
			-			· · · · · · · · · · · · · · · · · · ·		,		Work Picone	(205.)_48	6-2558
Mailind	G ÁDDS	RESS		41899	Hwy 195		Crrs	Ha]				35565-7056
heceina	dter re	ferred to as he balance o	Ins: of the	AX IDENTIFICATION  LETTER OF P	on Number <u>3</u> BELT GENERA the following p	2 <u>-0026332</u> L AGENCY, IN olicies of perso	C., an Alabama nal/consumer i	corp	oration, her	einafter refer	red to as Sun	
EFFEC DAT		EXPIRATION DATE		NAME AND EXAC (INCLUDE GEI		INSURING COMP AND COMPANY, I		E	TYPE OF COVERAGE		Y NUMBER	PREMIUM
03/1/	/03	3/1/04	Lo	yds (Ranki	n-Shuttle	worth)			GL/Prof		<u> </u>	147,700.00
	Ì			·			····					+12=
			. ,	Ch CV 193		· <u>-</u>					#	12,308,33
(Total Pi	remium).	CASH.PRICE including your 5,925.00	DWD	AMOUNT	FINANCED dit provided to you	The dollar am	E CHARGE ount the credit ist you	The a	TOTAL OF F mount you will ha made all paymen	ave paid after you		RCENTAGE RATE r credit as a yearly rate
s <u>1</u> 4	47,70	00.00		s <u>110,77</u>	75.00	+ 5 4,072	.00	= S	114,847	.20	<u>"</u> 12.	5%
				Y(	UR PAYME	KT SCKEDUL	E WILL BE	AS I	FOLLOWS:	:		
				INT OF AYMENT		ER OF ENTS	WHEN FIRS	T PAY	MENT	WHEN SUE	SEQUENT ARE DUE	
		\$_19,	141	<del>.2</del> 0		6	4/1/03			lst		
noiders.				there are any lienh			insurance carrier policy in force.	issuing	g <b>the listed</b> police	y of insurance de	oes not require to	maintain the Insured's
paa to ti Agreemei Repaymi	nc insur at, 25 th cat of	ring Company i at Company is Loan: For ar	ssuing listed Id in	One hundred perceptive policy that is to above.  consideration of Situation of Situ	he subject of this unbelt's extension	of credit to the	Financed owed to due, moreover, S	Sunbeit : of 78s)	elt at any time. If agrees to refund ), subject to a ne	Insured pays the to Insured the t	: Amount Finance Incarned Finance	al outstanding Amount d to Sunbelt before it is Charge (as determined hough no refund of less
iy, their t he front isted at t	brokers and bad lite top (	or agents on h ck sides of this of this agreeme	asured Agree ant or	i's behalf; and subjectment, insured proc as otherwise direct	ct to the terms list mises to nay Sunh	ed herein on both	Sunbell a Late Cha	ure in	sountine to 5 ner	centum (5%) of	້ປ່າຕາເຄດເປລາກ້ອນໃ	nsured agrees to pay to nount, or one dollar and of five dollars (\$5.00).
Security extent of mitums in	: The fr the tota and di	ı amount paya vidends which	assign ble un may b	sted above, s to Sunbelt, and gra der this Agreement secome payable und duce the uncarned	in, any and all gro for the listed colic	ss uncarned pre-	Cancellation Cli quency results in a Cancellation Cli and (\$15.00) in	arge of cancell sarges	If a payment is of lation of the lister [\$5] five dollars (\$5) to of commercial	delinquent for lift d policy of insura (00) in the case insurance premi	een (15) or mon ince, the insured of consumer insu ium lindnee.	e days, and if said delin- agrees to pay to Sunbelt rance premium linance
or loss p	ayee in	ieresis). Insur	ed fur	ther agrees that Su	mbelt may retain :	any funds that an	Contract-Refere default, accelera	ion oí	see the remaind maturity, and p	ler of this docum prepayment term	ent for informat 15.	iou, spont, tioubzkuæut
all dispo	ics aris	ine heccunder	5 2213 2nd 2	th sides of this agreement, including a corresponding wai	i provision requir	ing arbitration of	The undersignent hereof are income	d brok pocate	er understand d herein by rel	s and agrees the ference as a par	at the provision t of this agreeme	s on the reverse side ent.
Keen voi	ur conv	of the access	iuca i	o blank spaces (but o a copy of this ago o protect your lega	reement at the tim	e you sign it. (4)					··	
By sig sides of t thereof.	gring the	is agreement, I	nowic genter	gliges that insured the state of the state o	and conditions list 25 received a true	ive reverse side), led berein on both and complete copy						··
Insurei	a: 🔀		Zella (	n(Ellell		(SEAL)						····
frac	•	' /		DATE:							2927	
Insurei	D:					(SEAL)						

Crry Decatur

STATE Al ZIP 35602

#### Exhibit F



July 9, 2007

Hunter Carroll Stockham, Carroll & Smith, P.C. 2204 Lakeshore Drive Suite 114 Birmingham, AL 35209

Dear Hunter,

As you know, I retired from Rankin-Shelton-Hunter, Inc. four months ago. Edd Balch came to me last week to review files and coverage for Consult-America as it relates to coverage for an old claim, Shelby Jean Stockman.

#### Coverages:

Oct. 5 2000-2001	\$75,000 deductible	Bayport Indemnity
Oct. 5 2001-2002	\$75,000 deductible	Bayport Indemnity
Oct. 5 2002- 2003	\$25,000 deductible	Bayport Indemnity
Oct. 5 2003- now		Healthcare Indemnity

Mrs. Stockman was a resident from 10/30/00 to 04/03/01. She died 04/10/01 and suit was filed 04/02/03. Obviously all events occurred during Bayport Indemnity policies and the claim was "made" during the \$25,000 deductible year.

In recent correspondence, Bayport Indemnity has agreed to one interpretation of this and we apologize for any misunderstandings. They have too! It was not a question of coverage, but of deductible. Please inform Gene Church promptly that the company will work with you and pay this claim above the deductible. Mr. Church is relieved of having to pay settlement so he can work to settle with your firm.

Thank y

Rex Rankin, III

cc: Edd Balch

P.O. Box 1132 • Decatur, AL 35602 Office 256.260.0412 • Fax 256.355.3070 • www.rscapcon.com

Atlanta, Georgia U.S.A. RECEIVED 07-09-'07 10:39 FROM- Decatur, Alabama U.S.A.

Grand Turk, Turks and Caicos Islan British West Indies P002/002

T0-

stockham pc

### Exhibit G

RANKIN-SHUTTLEWORTH
Insurance LRisk Management

EXHIPT #1

August 9, 2007

Hunter Carroll 2204 Lakeshore Dr. Suite 114 Binningham, AL 35209

Dear Hunter,

Enclosed is the settlement check you requested on the Wallace v. Carbon Hill case. We will be awaiting the release papers.

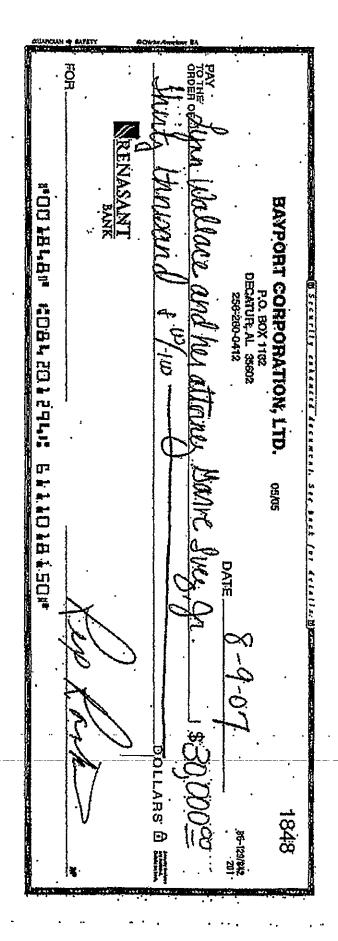
Thank you,

Jana Sweatmon

P.O. Box 1132 • Decatur, AL 35602 Office 256.260.0412 • Fax 256.355,3070 • www.rscapeon.com

Atlanta, Georgia U.S.A. Decatur, Alabama U.S.A.

Grand Turk, Turks and Caicos Islands British West Indies



### Exhibit H



Water Treatment Industry Ass.

207700

### TURKS AND CAICOS BANKING COMPANY LIMITED

Page 1 of 1

L AMATE	773 AM 4 AM	TR #TT 700
ACCOUN	NIAII	ARAHANI'

FROM: 01/02/2008 -- TO: 29/02/2008

Grand Turk P.O. Box 123, Duke Street Grand Turk Turks and Caicos Islands Telephone: (649) 946-2368

c/o Pricewa P.O. Box 6 Providencia T & C Islan	ıles		Providenciales P.O. Box 777, Caribbean Plac Providenciales Turks and Calcos Islands Telephone: (649) 941-4994		
Customer I U.S.Dellars	Demand Deposits			rvices@tcbc.tc www.tcbc.tc	
<del> </del>		Debit	Credit	Balance	
Balance Bron	ght Forward as at: 01/02/2008			1,234,225.51	
01/02/2008	Income On (3000.00) Verizon Communications Inc.   From Depository 102500001		903.00	1,235,128.51	
08/02/2008	Transfer to Imprest account	250,000.00		985,128.51	
15/02/2008	Reference :N/A Wire transfer from Watercolor Managment Inc.		116,570.31	1,101,698.82	
15/02/2008	Reference: N/A Wire transfer from Pee - 50.00 Watercolor Managment Inc.	50.00		1,101,648.82	
20/02/2008	Income On (2600,00) Caterpillar Inc.   From Depository 102500001		655.20	1,102,304.02	
29/02/2008	Money Market UJ0G8GE2D Matured		50,000.00	1,152,304.02	
29/02/2008	Money Market UJ0G8GE2D Matured		109.38	1,152,413.40°	
29/02/2008	Add To - 1FKEJ1OHS	50,000.00		1,102,413.40	
29/02/2008	Reference: N/A Wire transfer from Watercolor Management Inc.		113,156.16	1,215,569.56	
29/02/2008	Reference: N/A Wire transfer from Fee - 50.00 Watercolor Management Inc.	50.00		1,215,519.56	
29/02/2008	Transfer to imprest account	100,000.00		1,115,519.56	
29/02/2008	DDA Interest to Mar 01, 2008 at 1.25%	-	1,114.10	1,116,633.66	
Balance Carri	ed Forward 25 žt: 29/02/2008	•		1,116,633.66	

RECEIVED MAR 1 9 2008



#### TURKS AND CAICOS BANKING COMPANY LIMITED

Page 1 of 1

88,567.24

#### ACCOUNT STATEMENT

FROM: 01/02/2008 TO: 29/02/2008

Grand Turk P.O. Box 123, Duke Street

Grand Turk

Turks and Calcos Islands Telephone: (649) 946-2368

Providenciales P.O. Box 777, Caribbean Place Providenciales

Turks and Calcos Islands Telephone: (649) 941-4994

Email: services@tcbc.tc Internet: www.tcbc.tc

Water Treatment Industry Ass. c/o PricewaterhouseCoopers P.O. Box 63 Providenciales Turks & Caicos Islands

Customer Demand Deposits

U.S.Dollars

		Deblt	Credit	Balance
Balance Brou	ght Forward as at: 01/02/2008			56,559.69
01/02/2008	Draft to Chq#00004980 - Carol Brooks	100.00		56,459.69
01/02/2008	Draft to Fee - 5.00 Chq#00004980 - Carol Brooks	5.00		56,454.69
01/02/2008	Draft to #4257 Federal Reserve Bank .	4,000.00	•	52,454.69
01/02/2008	Draft to Pee - 15.00 #4257 Federal Reserve Bank	15.00	•	52,439.69
04/02/2008	U0003080204 Comerica Bank, Costa Mesa - Adomo, Yoss, Alvarado & Smith Wire transfer to	23,403.20		29,036.49
04/02/2008	U0003080204 Comerica Bank, Costa Mesa - Adomo, Yoss, Alvarado & Smith Wire transfer to Fee - 75.00	75.00		28,961.49
08/02/2008	U0013080208 Wachovia Bank - Roberts, Reynolds, Bedard & Tuzzio, P.A. Wire transfer to	4,899.25		24,062.24
08/02/2008	U0013080208 Wachovia Bank - Roberts, Reynolds, Bedard & Tuzzio, P.A. Wire transfer to Fee - 50.00	50,00		24,012.24
08/02/2008	U0014080208 TD Banknorth, Bridgeport - Zeldes, Needle & Cooper, P.C. Trust Account Wire transfer to	162,500.00		(138,487.76)
08/02/2008	U0014080208 TD Banknorth, Bridgeport - Zeldes, Needle & Cooper, P.C. Trust Account Wire transfer to Fee - 150.00	150.00		(138,637.76)
08/02/2008	Dft#4264 - Donegal Insurance Companies	27,500.00		(166,137.76)
08/02/2008	Charges / Incl. Fedex - Dif#4264 - Donegal Insurance Companies	80.08		(166,217.76)
08/02/2008	Remittance by capital account		250,000.00	83,782.24
22/02/2008	U000308022 Renasant Bank, Tupelo - Rankin-Shuttleworth Inc. Wire transfer to	60,000.00		23,782.24
22/02/2008	U000308022 Renasant Bank, Tupelo - Rankin-Shuttleworth Inc. Wire transfer to Fee - 100,00	100.00	•	23,682.24
28/02/2008	U0015080228 Provident Bank, Denville - Louis S. Scensi, Esq Wire transfer to	35,000.00		(11,317.76)
28/02/2008	U0015080228 Provident Bank, Denville - Louis S. Scensi, Esq Wire transfer to Fee - 100.00	100.00		(11,417.76)
29/02/2008	Feb. fax charges	15,00		(11,432.76)
-29/02/2008	Remittance by capital account		100,000.00	88,567.24_

Disclaimer. This statement of account shall be deemed conclusive if not objected to within 30 days.

Balance, Carried Forward as at: 29/02/2008



c/o PricewaterhouseCoopers

Water Treatment Industry Ass.

207700

P.O. Box 63

Providenciales

T & C Islands

### TURKS AND CAICOS BANKING COMPANY LIMITED

Page 1 of 1

ACCOUNT STATEMENT

FROM: 01/02/2008 TO:29/02/2008

Grand Turk
P.O. Box 123, Duke Street
Grand Turk
Turks and Calcos Islands
Telephone: (649) 946-2368

Providenciales P.O. Box 777, Caribbean Piace Providenciales Turks and Calcos Islands Telephone: (649) 941-4994

Customer Demand Deposits Australian Dollars			Email: services@tcbc.tc Internet; www.tcbc.tc	
	•	Debit	Credit	Balance
Balance B	rought Forward 2s at: 01/02/2008			939,22
07/02/200	8 Money Market VA58VCXXH Matured		61,000.00	61,939.22
07/02/200			71.17	62,010.39
07/02/200		62,000.00	,	10.39
14/02/200	8 Money Market 86QL9NTYF Matured	•	62,000,00	62,010.39
14/02/200	Money Market 86QL9NTYF Matured		72,33	62,082.72
14/02/200	8 Add To - ISNC48R18	62,000.00	•	82.72
21/02/200	Money Market ISNC48R18 Matured .		62,000.00	62,082.72
21/02/200	Money Market ISNC48R18 Matured		72.33	62,155.06
21/02/200	3 Add To - VLEOBSEYW	62,000.00		155.06
23/02/200	Income On (650000.00) Citigroup Inc.   - From Depository 100900000	,	19,500.00	19,655.06
28/02/200	Money Market VLEOBSEYW Matured		62,000.00	81,655.06
28/02/200	Money Market VLEOBSEYW Matured		73,84	81,728,90
28/02/200	3 Add To - 4719SY7RU .	62,000.00	,5,0,0	19,728.90
29/02/2001	= 11111 01, 2000 at 0.1370	<b>4</b> -	2.98	19,731.88
Balance Ca	rried Forward as at: 29/02/2008			19,731.88



Disclaimer: This statement of account shall be deemed conclusive if not objected to within 30 days.



### TURKS AND CAICOS BANKING COMPANY LIMITED

Page 1 of 1

4,160.96

I CO	ACCO	UNT STATEMENT	Grand Turk	
<u>कि</u> =	FROM: 01	/02/2008 TO:29/02/2008	P.O. Box 1 Grand Turi	23, Duke Street
		•	Turks and	Calcos Islands
336400	Bayport Corporation		1 eleptione:	: (649) 945-2368
hold all ma	•		Providenci Turks and	77, Caribbean Place
Customer I U.S.Dollar	Demand Deposits S			vices@tcbc.tc vww.tcbc.tc
<del></del>		Debit	Credit	Balance
Balance Brou	ight Forward as at: 01/02/2008			1,698.08
01/02/2008	Jan 08 loan interest/Rex Rankin	6,324.29		(4,626.21)
. 01/02/2008	12 - Money Market XWIFWBGBG Broken	·	420,000.00	415,373.79
01/02/2008	18 - Money Market XWIFWBGBG Broken Mat	urity Interest	32.08	415,405.87
01/02/2008	Add To - BN6BLLBE0	415,000.00		405.87
07/02/2008	Money Market XWIFWBGBG Matured	•	420,000.00	420,405.87
07/02/2008	Money Market XWIFWBGBG Matured		224.58	420,630.45
07/02/2008	2 - Money Market XWIFWBGBG Broken	420,000.00		630.45
07/02/2008	8 - Money Market XWIFWBGBG Broken	224.58		405.87
08/02/2008	Money Market BN6BLLBE0 Matured		415,000.00	415,405.87
08/02/2008	Money Market BN6BLLBE0 Matured ·	•	201,74	415,607.61
08/02/2008	Add To - OUTP87X7O	415,000.00	• •	607.61
15/02/2008	Money Market 0UTP87X7O Matured		415,000.00	415,607.61
15/02/2008	Money Market 0UTP87X7O Matured		201,74	415,809.34
15/02/2008	Add To - HK2W5VJFQ	415,000.00		809.34
22/02/2008	Money Market HK2W5VJFQ Matured		415,000.00	415,809.34
. 22/02/2008	Money Market HK2W5VJFQ Matured	•	201.74	416,011.08
22/02/2008	Chq#10276 - Liquitech, Inc Fifth Third Bank		1,125.00·	417,136.08
22/02/2008	Chq#10275 - Liquitech, Inc Fifth Third Bank		703,15	417,839.23
22/02/2008	Chq#10278 - Liquitech, Inc Fifth Third Bank		281.25	418,120.48
22/02/2008	Chq#10279 - Liquitech, Inc Fifth Third Bank		281.25	418,401.73
22/02/2008	Chq#10277 - Liquitech, Inc Fifth Third Bank		562.50	418,964.23
22/02/2008	Add To - CM1G2HMF3 . ·	415,000.00	•	3,964.23
29/02/2008	Money Market CM1G2HMF3 Matured		415,000.00	418,964,23
29/02/2008	Money Market CM1 G2HMF3 Matured		201:74	419,165.96
29/02/2008	Add To - KJU456EKH	415,000.00		4,165.96
29/02/2008	Feb. fax charges	5.00		4,160.96

Discising, This statement of account shall be deemed conclusive (fnot objected to within 30 days.

Balance Carried Forward as at: 29/02/2008



Balance Carried Forward as at: 29/02/2008

## TURKS AND CAICOS BANKING COMPANY LIMITED

Page 1 of 1

3,023.48

TCB							
<u> </u>	ACCOUNT STAT	ACCOUNT STATEMENT					
<b>ह</b> ्यस्त्रकीर्द्धान्त्रस्		3:29/02/2008	Grand Turk Turks and C	3, Duke Street Calcos Islands (649) 946-2368			
331700 hold all ma	RSH, Inc.		Providencia Turks and C	7, Caribbean Place			
Customer I U.S.Dollar	Demand Deposits		Email: serv Internet: w	lces@tcbc.tc ww.tcbc.tc			
		Debit	Credit	Balance			
Balance Brou	ght Forward as at: 01/02/2008		•	2,885.68			
01/02/2008	Income On (850.00) Bank of New York Co Inc.   From Depository 102500001	<i>:</i>	142.80	3,028.48			
29/02/2008	Feb. fax charges	5.00	•	3.023.48			

RECEIVED

MAR † 9 2008

Disclaimer: This statement of account thall be deemed conclusive if not objected to within 30 days



#### TURKS AND CAICOS BANKING COMPANY LIMITED

Page 1 of 1

	E ,	}	
7	<b>?</b> 7	30	۲
{	Z.	.}	

Loans & Advances

**U.S.Dollars** 

806800

ACCOUNT STATEMENT

FROM: 01/02/2008 TO: 29/02/2008

Grand Turk P.O. Box 123, Duke Street Grand-Turk-

Turks and Calcos Islands Telephone: (649) 946-2368

Providendales P.O. Box 777, Caribbean Place Providenciales Turks and Caicos Islands Telephone: (649) 941-4994

Email: services@tcbc.tc Internet: www.tcbc.tc

Debit

Credit

Balance

Balance Brought Forward as at: 01/02/2008

Rex Rankin III

(1,056,724.29)

01/02/2008 rom by Bayport Corp 6,324.29

(1,050,400.00)(1,055,476.94)

29/02/2008 Loan Interest to Mar 01, 2008 at 6%

5,076,94

Balance Carried Forward as at: 29/02/2008

(1,055,476.94)

Disclaimer. This statement of account shall be deemed conclusive if not objected to within 30 days.

#### **Exhibit I**

Case 5:08-cv-00998-CLS

₫.

Document 4

Filed 06/19/2008

Page 52 of 57



STATE OF ALABAMA

COUNTY OF MADISON

#### CORRECTIVE ASSIGNMENT OF MORTGAGES AND ASSIGNMENT OF RENTS

[NOTE: This Assignment is executed and recorded to correct of record a Mortgage Book and Page Number incorrectly stated on the originally executed and recorded Assignment]

FOR VALUE RECEIVED, REGIONS BANK ("Assignor") does hereby grant, bargain, sell, convey, assign, and deliver without recourse to BAYPORT CORPORATION, LTD., ("Assignee"), its successors and assigns that certain Construction Mortgage and Assignment of Rents executed by Charles Douglas Gooch, In. and Patricia S. Gooch ("Mortgagor"), and delivered to Assignor, which were recorded in the Office of the Judge of Probate of Madison County, Alabama in Mortgage Book 2680, Page 436, and Mortgage Book 2680, Page 443, respectively, together with all indebtedness secured thereby and all interest of the undersigned in and to the lands and property conveyed by said mortgage and assignment of rents; and that certain Construction Mortgage and Assignment of Rents executed by Gooch's Market, LLC ("Mortgagor") and delivered to Assignor, which were recorded in the Office of the Judge of Probate of Madison County, Alabama, in Mortgage Book 2680, Page 417, (and modified by Mortgage Modification Agreement dated March 19, 2001, and recorded March 21, 2001, in Mortgage Book 2770, Page 927, in the Office of the Judge of Probate of Madison County, Alabama), and Mortgage Book 2680, Page 424, respectively, together with all indebtedness secured thereby and all interest of the undersigned in and to the lands and property conveyed by said mortgage and assignment of rents.

TO HAVE AND TO HOLD unto Assigner, its successors and assigns forever.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its officer thereunto duly authorized on or as of the \_\_\_\_\_\_\_day of October, 2007.

REGIONS BANK

STATE OF ALABAMA COUNTY OF MADISON

I, the undersigned Notary Public in and for said County and State, bereby certify that Harry Waugh , whose name as Sr. Vice President of Regions Bank, is signed to the foregoing instrument and who is known to me, acknowledged before much on this day, that being informed of the contents of said instrument, he, as such officer and with liftill authority, executed the same voluntarily for and as the act of said Regions Bank

Given under my hand and seal this 4th day of October, 2007.

Notary Public Maryanne Robbins My Commission Expires: 4-24-2010

This Instrument propered by: Ched W. Ayres Wilmer & Lee, P.A. 100 Washington Street, Suite 200 Huntaville, AL. 35801

### Exhibit J

Case 5:08-cv-00998-CLS Document 4 Filed 06/19/2008 Page 53 of 57

04/19/2008 09:34 2565331317

HILMER LEE

EXHIBIT

STATE OF ALABAMA COUNTY OF MADISON )

#### ASSIGNMENT OF LOAN DOCUMENTS

THIS ASSIGNMENT OF LOAN DOCUMENTS is made and entered into on this \_\_\_\_\_\_ day of April, 2008, by and between BAYPORT CORPORATION, LTD. (hersin referred to as "Assigner"), and WATERCOLOR MANAGEMENT, INC. (herein referred to as "Assignee").

#### WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00) cash and other good and valuable consideration this day in hand pald to Assignor by Assignee, the receipt and sufficiency of which is hereby expressly acknowledged by Assigner and by Assignee, Assignor has this day assigned, conveyed, delivered, sold, set-over and transferred, and does, by these presents, assign, convey, deliver, sell, set-over and transfer, unto Assignee, its successors and assigns, (a) without recourse, in law or in equity or otherwise, by Assignee or any other recourse, in the control of the presentation or warrenty, express and assigns, (a) without recourse; in law or an equity or otherwise, by Assignor or any other person, firm or entity, against or on Assignor, and (b) without representation or warranty, express or implied or otherwise, of any kind whatsoever, by Assignor to Assigneo or any other person, firm or entity, all of Assignor's right, title and interest in and to the following documents which are cumulatively referred to as the "Loan Documents," all of which were assigned to Assignor herein on November 12, 2004;

- Promissory Note dated July 10, 2000, by and between Gooch's Market, LLC, as Borrower, and Regions Bank, as Lender, in the original principal amount of Three Hundred Seventy-Five Thousand and no/100 Dollars (\$375,000,00) (the "Note");
- 2, First Renewal Promissory Note dated October 10, 2000, by and between Gooch's Market, LLC, as Borrower, and Regions Bank, as Lender, in the original principal amount of Four Hundred Five Thousand and no/100 Dollars (\$405,000.00) (the "First Renewal Note");
- Second Renewal Note dated December 15, 2000, by and between Gooch's Market, LLC, as Borrower, and Regions Bank, as Lender, in the original principal amount of Four Hundred Five Thousand and notion Dolfars (\$405,000.00) (the "Second Renewal Note");
- U.S. Small Business Administration Note dated Macch 19, 2001, by and between Gooch's Market, LLC, as Borrower, and Regions Bank, as Lender, in the original principal amount of Four Hundred Five Thousand and no/100 Dollars (\$405,000.00) (the "SBA Note");
- Construction Mortgage dated July 10, 2000, by and between Gooch's Market, LLC, as Mortgagor, and Regions Bank, as Mortgages, in the original principal amount of \$375,000.00 and Ried for record July 10, 2000, in Mortgage Book 2680, Page 417, Probate Records of Madison County, Alabama (the "Slaughter Road Mortgage");
- 6. Assignment of Ronts dated July 10, 2000, by and between Gooch's Market, LLC, as Grantor, and Regions Bank, as Lender, filed for record July 10, 2000, in Mortgago Book 2680, Page 424, Probate Records of Madison County, Alabama (the "Slaughter Road Assignment");
- Construction Mortgage dated July 10, 2000, by and between Charles Douglas Constitution incognic tates July 10, 2000, by and octwent chartes brugges Gooch, it. and Patricle S. Gooch, it. 5. Mortgagor, and Regions Bank, as Mortgagor, in the original principal amount of \$234,000,00 and filed for record July 10,2000, in Mortgago Book 2680, Fage 436, Probata Records of Madison County, Alabama (the "Schrimsher Road Mortgago");
- Assignment of Rents dated July 10, 2000, by aid between Charles Douglas. Gooch, Jr. and Patricia S. Gooch, as Grantors, and Regions Bank, as Lender, filed for record July 10, 2000, in Mortgage Book 2630, Page 443, Probate Records of Madison County, Alabama (the "Schrimsher Road Assignment");
- Construction Mortgage dated July 10, 2000, by and between Charles D. Gooch and Mary Louise Gooth, as Mortgagors and Regions Bank, as Mortgages, in the

Page 1 of 4

-Case 5:08-cv-00998-CLS Document 4 Filed 06/19/2008 Page 54 of 57

84/18/2088 89:34

2565331317

WILMER LEE

PAGE 83/85

original principal amount of \$118,000.00 and filed for record July 14, 2000 in Fiche 2000-340 at Frame 03, Probate Records of Lauderdale County, Alabama (the "Lauderdale County Mortgage"), a

- Assignment of Rents dated July 10, 2000, by and between Charles D. Gooch and Mary Louise Gooch, as Grantors, and Regions Bank, as Lender, filed for record July 14, 2000, in Fiche 2000-340 at Frame 10, Probate Records of Lauderdate County, Alabama (the "Lauderdale County Assignment");
- Commercial Security Agreement dated July 18, 2000 by and between Gooch's Market, LLC, as Grantor and Regions Bank, as Lender, with regard to collateral therein described, given as additional security for the Note, the First Renewal Note, the Second Renewal Note, and the SBA Note:
- Uniform Commercial Code Financing Statement, Form UCC-1 ALA, given as
  additional accurity for the Slaughter Road Mortgage, recorded July 10, 2000, as
  document number 2000-01993, Probate Records of Madison County;
- Uniform Commercial Code Financing Statement, Form UCC-1 ALA., recorded July 12, 2000, as document number 2000-27934, office of the Secretary of State for the State of Alabama;
- Unconditional Guzzantee by and between Charles Douglas Gooch, as Guzzanter, and Regions Bank, as Lender, dated March 19, 2001 regarding amounts owing under the SBA Note;
- Unconditional Guarantee by and between Charles Douglas Gooch, Jr., as Guarantor, and Regions Bank, as Lender, dated March 19, 2001 regarding amounts owing under the SBA Note;
- Unconditional Guarantee by and between Mary Louise Gooch, as Guaranter, and Regions Bank, as Lender, dated March 19, 2001 regarding amounts owing under the SBA Note;
- Unconditional Guarantee by and between Patricla Strollo Gooch, as Guaranter, and Regions Bank, as Lender, dated March 19, 2001 regarding amounts owning under the SBA Note;
- 18. Agreement dated March 19, 2001, by and between Gooch's Market, I.C, as Borrower, Charles Gooch, Jr. and wife, Patricia Strollo Gooch and Charles Douglas Gooch and wife, Mary Louise Gooch, as Mortgagoes; and Regions Bank, as Londer, concerning Slaughter Road, Schrimsher Road and Lauderdale County Mortgages remaining in full force and effect as security for the SBA Note, as same was previously assigned to Assigner on November 12, 2004;
- 19. Mortgage Modification Agreement dated March 19, 2001 by and between Gooch's Market, LLC, as Mortgager, and Regions Bank, as Mortgages, increasing the principal indebtedness secured to \$405,000.00, and including certain terms required by the Small Business Administration recorded March 21, 2001 in Mortgage Book 2770, Page 927, Probate Records of Madison County, Alabama:
- Mississippi Valley Title Insurance Policy No. C 852173, and any endorsements thereto;
- Mississippi Valley Title Insurance Policy No. C 852174, and any andorsements thereto;
- Mississippi Valley Title Insurance Policy No. C 852178, and any endorsements thereto;
- 23. Claim of Regions Bank filed August 27, 2004, in the United States Bankrupicy.
  Court for the Northern District of Alabama, Case Number, 04-82857-JAC-7.

together with the indebtedness evidenced and secured thereby, the monies due and to become due thereon, the interest thereon, and the property, real, personal or otherwise, described therein.

Further, in consideration of the aforementioned payment, Assignor and Assignee also agree as follows:

04/18/2008 09:34

2565331317

WILHER LEE

PAGE 84/05

- Assignor gives no warranty of any kind with this transfer, and expressly disclaims any expressed or implied warranty regarding this transfer. Assignee acknowledges that it has relied on no warranty or representation of Assignor regarding this transaction or the enforceability of the Lean Documents by Assignee.
- Assignce agrees to indemnify and hold harmless Assignor from any loss, claim
  or action, relating to this transaction or to enforcement of any of the Loan
  Documents including, but not limited to attorney's fees of Assignor in defending
  any such loss, claim or action relating to this assignment or to enforcement of
  any of the Loan Documents.
- 3. Assignor shall deliver to Assignee the Note, codorsed "to the order of Watercolor Management, Inc., without recourse," as well as the other originals of the Loan Documents. Assignor shall also execute and deliver to Assignee, if requested, a UCC-3 assignment of its UCC-1 financing statement, and an Assignment of the Real Estate Mortgages, and an Assignment of Security Agreement.
- 4. This agreement represents the entire agreement of the parties, with all prior discussions and negotiations being merged herein. Should any party seek to enforce its rights under this agreement or seek a declaration or interpretation of this agreement, the prevailing party shall be entitled to recover all costs, including attornoy's fees.

TO HAVE AND TO HOLD unto Assignee, its successors and assigns, subject to redemption according to law, and (a) without recourse, in law or in equity or otherwise, by Assignee or any other person, firm or entity, against or on Assignor, and (b) without representation or warranty, express or implied or otherwise, of any kind whatsoever, by Assignor to Assignee or any other person, firm or entity.

Assignor disclaims all liability of an endorser and all warranties, transfer or otherwise.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed and delivered by its duly authorized officer on this the kind day of April, 2008.

ASSIGNOR:

BAYPORT CORPORATION, LTD.

-3.

is:

rown of an

ASSIGNEE:

WATERCOLOR MANAGEMENT, INC.

By:

Its:

Page 3 of 4

Filed.06/19/2008

Page 56 of 57

# CERTIFIED COPY OF POWER OF ATTORNEY BAYPORT CORPORATION WATER TREATMENT INDUSTRY ASSURANCE COMPANY

Know All Men by These Presents: That BAYPORT CORPORATION, a British West Indies Company, pursuant to the authority granted in the By-Laws does hereby nominate, constitute and appoint Rex Rankin, III of Decatur, Alabama its true and lawful agent and attorney—in-fact, to make, execute, seal and deliver for and on its behalf any and all corporate transactions outlined in the Articles of Incorporation.

The execution of such undertakings in pursuance of these presents, shall be as binding upon said company, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the company at their administrative offices in Providenciales, B.W.I.

This power is granted until the month of October 2008.

The Second

Carol Brooks, Secretary

Case 5:10-cv-01299-IPJ Document 1 Filed 05/20/10 Page 75 of 90 Page 57 of 57 STATE OF ALABAMA ) COUNTY OF MORGAN ) I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rex Rankin, III whose name as President of WaterColor Management, Inc., is signed to the foregoing Assignment of Loan Documents, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Assignment of Loan Documents, he, as such officer, and with full authority, executed the same voluntarily for and as the act of WaterColor Management for Management, Inc. Given under my hand this 22nd day of April, 2008. [Notary Seal] My commission expires 04/07/2012

Page 4 of 4

# Exhibit K

STATE OF ALABAMA	)	2018428184385
OUNTY OF MADISON	`	201802018000 Hadison Chiv

#### ASSIGNMENT OF MORTGAGES AND ASSIGNMENT OF RENTS

FOR VALUE RECEIVED, BAYPORT CORPORATION, LTD. ("Assignor") does hereby grant, bargain, sell, convey, assign, and deliver without recourse to WATERCOLOR MANAGEMENT, INC., ("Assignee"), its successors and assigns, that certain Construction Mortgage and Assignment of Rents executed by Charles Douglas Gooch, Jr. and Patricia S. Gooch ("Mortgagor"), recorded in the Office of the Judge of Probate of Madison County, Alabama in Mortgage Book 2680, Page 436, and Mortgage Book 2680, Page 443, respectively, as previously assigned to Assignor by Regions Bank, together with all indebtedness secured thereby and all interest of the undersigned in and to the lands and property conveyed by said mortgage and assignment of rents; and that certain Construction Mortgage and Assignment of Rents executed by Gooch's Market, LLC ("Mortgagor") which were recorded in the Office of the Judge of Probate of Madison County, Alabama, in Mortgage Book 2680, Page 417, (and modified by Mortgage Modification Agreement dated March 19, 2001, and recorded March 21, 2001, in Mortgage Book 2770, Page 927, in the Office of the Judge of Probate of Madison County, Alabama), and Mortgage Book 2680, Page 424, respectively, as previously assigned to Assignor by Regions Bank, together with all indebtedness secured thereby and all interest of the undersigned in and to the lands and property conveyed by said mortgage and assignment of rents.

TO HAVE AND TO HOLD unto Assignee, its successors and assigns forever.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized agent on or as of the 17th day of April, 2008.

ASSIGNOR:

BAYPORT CORPORATION, LTD.

By: / UV

Rex Raykin III'
Its: Authorized Agent

STATE OF ALABAMA

COUNTY OF MADISON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rex Rankin III whose name as agent of Bayport Corporation, Ltd., is signed to the foregoing Assignment of Mortgages and Assignment of Rents, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Assignment of of Mortgages and Assignment of Rents, he, as such agent, and with full authority, executed the same voluntarily for and as the act of Bayport Corporation, Ltd.

Given under my hand this // day of April, 2008.

NOTARY PUBLIC

My commission expires: OS OS Coo

[Notary Seal]

THIS INSTRUMENT PREPARED BY:
Chad W. Ayres
Wilmer & Lee, P.A.
100 Washington Street, Suite 200
Huntsville, Alabama 35801
(256) 533-1445

# Exhibit L

Case 5:08-cv-00998-CLS Document 37 Filed 03/11/10 Page 1 of 11

FILED 2010 Mar-11 AM 10:22 U.S. DISTRICT COURT N.D. OF ALABAMA

## IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ALABAMA NORTHEASTERN DIVISION

WATERCOLOR MANAGEMENT, INC.	) )
Plaintiff,	) (Simil Antique No. 100 0000 CV C
<b>v.</b>	) Civil Action No.: 08-0998-CLS
GOOCH'S MARKET, LLC, et al.,	) )
Defendants.	)

# MOTION TO APPROVE EXECUTION, DELIVERY AND RECORDATION OF FORECLOSURE DEEDS AND MOTION FOR FINAL ORDER

COMES NOW Plaintiff, Watercolor Management, Inc., by and through its undersigned counsel, and files this motion stating as follows:

- A. Plaintiff did on Friday, March 5, 2010, cry the foreclosures of the properties which are the subject of this action and did sell said properties to the highest bidder, which was Plaintiff, in accordance with this Court's partial final judgment dated January 25, 2010 (the "Order").
- B. No other person or parties appeared at the foreclosure sale, nor attempted to bid, including any of the named defendants or their respective counsels, although a known foreclosure purchaser, Jackie Munoz, did call on the morning of March 5, 2010, regarding the notice in the newspaper and to inquire

Case 5:08-cv-00998-CLS Document 37 Filed 03/11/10 Page 2 of 11

whether the foreclosure was still going to occur that day, and Madison County
Assistant District Attorney Donald Rizzardi did witness Plaintiff at the courthouse
steps preparing to foreclose and did comment on same.

- C. The Order appears to infer a power to execute the foreclosure deeds, and deliver same for recording, but Plaintiff would prefer an explicit order authorizing such actions to occur.
- D. The bid prices are as set forth on the proposed foreclosure deeds attached hereto as Exhibit "A" and "B," and total \$460,000.00.
- E. Giving the Defendants the benefits of any arguments regarding the amount owed to Plaintiff, there is at a minimum the following owed as of the date of foreclosure: (1) \$269,250.00 in principal (this does not include adding legal fees, costs and expenses back to the principal as allowed by Section 7(b) of the Promissory Note); (2) \$126,853.63 in interest (using the rate set forth in the Promissory Note and charging simple interest only upon the \$269,250 stated as minimum principal in subsection (1) hereof); (3) \$43,550.53 paid by Plaintiff to Regions Bank for the costs, expenses and legal fees claimed by Regions Bank against borrower, Gooch's Market, LLC (which costs and fees are also not added into the total principal balance used to calculate interest and late fees); (4) \$7,041.68 in late fees; (5) \$2,740.28 in costs and expenses (and not including any costs or expenses that will have to be paid to redeem one of the properties which

was sold at a previous tax sale); and (6) \$19,163.00 in legal fees incurred as of March 8, 2010 for a total minimum current debt owing of \$468,599.13.

- F. The total bid prices for the foreclosure and sale of both properties pledged as collateral are less than the minimum total debt owing to Plaintiff and, as such, there is no deficiency balance to be interplead into this Honorable Court, and no amounts for disbursement to the United States Internal Revenue Service, the Alabama Department of Revenue of First Commercial Bank of Huntsville (the "Junior Creditors").
- G. The foreclosure deeds allow for the redemption of the properties sold at the foreclosure sale at the price(s) set forth therein, along with interest and other charges as set forth by the redemption laws of the State of Alabama.
- H. As previously stated, Plaintiff does not wish to pursue any deficiency balance claims against borrower or any guarantors.
- I. Therefore, Plaintiff requests that this Honorable Court enter a Final Order: (1) authorizing Plaintiff to execute the foreclosure deeds attached hereto as Exhibits "A" and "B"; (2) authorizing Plaintiff to file the foreclosure deeds in the Office of the Probate Judge of Madison County; (3) authorizing Plaintiff to file the Order and the Final Order in the Office of the Judge of Probate of Madison

County, Alabama so that the general public reviewing the Madison County,
Alabama real property records can verify that Plaintiff possessed the right to take

Case 5:10-cv-01299-IPJ Document 1 Filed 05/20/10 Page 82 of 90

such actions; (4) dismissing any other claims, cross-claims, counter-claims or

requests for relief with prejudice; and (5) taking any other further action as the

Court deems just and equitable.

WHEREFORE, Plaintiff prays that after consideration of the information set

forth herein and the exhibits submitted herewith, as well as such facts and

information as have previously been submitted to this Court, the Court will enter

an order authorizing Plaintiff to take the actions set forth in paragraph I. of this

Motion, that this Honorable Court will file a final order dismissing any other

claims, cross-claims, counter-claims or requests for relief with prejudice, and that

this Court will take such other and further action as the court deems just and

equitable.

SUBMITTED this 11th day of March, 2010.

/s/ Chad W. Ayres

CHAD W. AYRES

Bar No. ASB-0116-A22A

Attorney for Plaintiff

WILMER & LEE, PA

100 Washington St., Ste. 200

P.O. Box 2168

Huntsville, AL 35804-2168

Telephone: (256) 533-0202

Fax:

(256) 533-1317

Email:

cavres@wilmerlee.com

Case 5:08-cv-00998-CLS Document 37 Filed 03/11/10 Page 5 of 11

#### CERTIFICATE OF SERVICE

I hereby certify that on the 11th day of March, 2010, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing, and by U.S. Mail, postage prepaid and properly addressed to:

Mr. Richard E. O'Neal, Esq. Assistant United States Attorney 1801 4th Avenue North Birmingham, Alabama 35203

Ms. Margaret Johnson McNeill, Esq. Assistant Attorney General State of Alabama and Assistant Counsel, Department of Revenue P.O. Box 32001 Montgomery, Alabama 36132-0001

Mr. Stuart M. Maples, Esq. Maples & Ray, PC 401 Holmes Avenue, Suite H Huntsville, Alabama 35801

Mr. Michael C. Lambert, Esq. Lambert Law Firm, LLC 112 West Market Street Athens, Alabama 35611

/s/Chad W. Ayres
Attorney for Plaintiff

#### EXHIBIT "A"

STATE OF ALABAMA )
COUNTY OF MADISON )

#### MORTGAGE FORECLOSURE DEED

KNOW ALL MENBY THESE PRESENTS: That CHARLES DOUGLAS GOOCH, JR. and PATRICIAS. GOOCH, did execute and deliver a mortgage to REGIONS BANK, which mortgage is recorded in Mortgage Book 2680, Page 436, in the Office of the Judge of Probate of Madison County, Alabama; and

WHEREAS said mortgage was duly assigned to BAYPORT CORFORATION, LTD. by virtue of that certain Assignment of Mortgages and Assignment of Rents recorded in Document Number 20041130000525210, and that certain Corrective Assignment of Mortgages and Assignment of Rents recorded in Document Number 20071003000702720, both in the Probate Records of Madison County, Alabama; and

WHEREAS, said mortgage was duly transferred and assigned to WATERCOLOR MANAGEMENT, INC. by an Assignment of Mortgages and Assignment of Rents recorded in Document Number 20100201000050480, in the Probate Records of Madison County, Alabama; and

WHEREAS, default was made in the payment of the indebtedness secured by the mortgage and WATERCOLOR MANAGEMENT, INC., did declare all of the indebtedness secured by the mortgage due and payable and did give due and proper notice of the foreclosure of the mortgage, in accordance with the terms of the order (the "Order") of the United States District Court, Northern District of Alabama, Northeastern Division (CV-08-S-998-NE), by publication in the Madison County Record, a newspaper of general circulation published in Madison County, Alabama, in its issues of February 5, 2010, February 12, 2010, February 19, 2010, and February 26, 2010; and

WHEREAS, on March 5, 2010, the day on which the foreclosure sale was due to be held under the terms of said notice, at 11:30 a.m., said foreclosure sale was duly and properly conducted and WATERCOLOR MANAGEMENT, INC. did offer for sale and did sell at public outery, in front of the north entrance of the Madison County Courthouse, in the City of Huntsville, Alabama, the property hereinafter described (the "Property"); and

WHEREAS, the highest and best bid for cash obtained for the Property was the bid of WATERCOLOR MANAGEMENT, INC. in the amount of \$85,000.00 which sum WATERCOLOR MANAGEMENT, INC. offered to credit on the indebtedness secured by said mortgage, and the Property was thereupon sold to WATERCOLOR MANAGEMENT, INC.; and

WHEREAS, the Order authorized the mortgagee thereunder to bid at the foreclosure sale thereof and to purchase the Property, if the highest bidder therefor;

WHEREAS, by further court order, the undersigned is authorized as the representative of the mortgagee and the auctioneer conducting the foreclosure sale for the mortgagee to execute to the purchaser at the said sale a deed to the property so purchased;

NOW THEREFORE, in consideration of the premises and of a credit of \$85,000.00 on the indebtedness secured by the mortgage, CHARLES DOUGLAS GOOCH, JR. and PATRICIA S. GOOCH, acting by and through WATERCOLOR MANAGEMENT, INC. by CHAD W. AYRES as the auctioneer and the person conducting the foreclosure sale for WATERCOLOR-MANAGEMENT, INC. and WATERCOLOR MANAGEMENT, INC. by CHAD W. AYRES as the auctioneer and the person conducting the foreclosure sale for WATERCOLOR MANAGEMENT, INC. and CHAD W. AYRES as the auctioneer and the person conducting the foreclosure sale for WATERCOLOR MANAGEMENT, INC. do hereby grant, bargain, sell and convey unto WATERCOLOR MANAGEMENT, INC. the following described real estate situated in Madison County, Alabama:

Case 5:08-cv-00998-CLS Document 37 Filed 03/11/10 Page 7 of 11

All that part of the East half of the Northwest Quarter of the Northwest Quarter of Section 2, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama, more particularly described as beginning at a 3/8" rebar at or near the Southwest corner of the East half of the Northwest Quarter of the Northwest Quarter of said Section 2, said point being further described as being South 89 degrees 96 minutes 49 seconds East 209.89 feet from a concrete monument found at the Northeast corner of Lot 10, Block 5, of Rainbow Gap Estates as recorded in Plat Book 6, on page 78 in the Probate Records of said County;

Thence from the point of beginning, North 01 degree 03 minutes 56 seconds East 679.35 feet to an iron pin found, thence North 01 degree 02 minutes 30 seconds East 309.11 feet to an iron pin found; thence North 01 degree 02 minutes 30 seconds East 354.76 feet to a ½" capped rebar set on the South boundary of Heatherwood Second Addition as recorded in Plat Book 16, on page 16 in the Probate Records of said County; thence North 89 degrees 53 minutes 12 seconds East 598.91 feet to an iron pipe found; thence South 02 degrees 11 minutes 41 seconds West 1170.50 feet to a 1-1/2" rebar found; thence continue South 02 degrees 11 minutes 41 seconds West 181.60 feet to a ½" capped rebar set; thence North 89 degrees 18 minutes 18 seconds West 571.88 feet to the point of beginning, containing 18.103 acres more or less.

#### LESS AND EXCEPT:

All that part of the East half of the Northwest Quarter of the Northwest Quarter of Section 2, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama, more particularly described as beginning at a 3/8" rebar at or near the Southwest corner of the East half of the Northwest Quarter of the Northwest Quarter of said Section 2, said point being further described as being South 89 degrees 06 minutes 49 seconds East 209.89 feet from a concrete monument found at the Northeast corner of Lot 10, Block 5, of Rainbow Gap Estates as recorded in Plat Book 6, on page 78 in the Probate Records of said County;

Thence from the point of beginning North 01 degree 03 minutes 56 seconds East 537.07 feet to a point; thence North 85 degrees 10 minutes 01 second East 216.31 feet to a point; thence South 13 degrees 19 minutes 18 seconds East 208.56 feet; thence South 00 degrees 52 minutes 01 seconds East 252.52 feet; thence North 89 degrees 18 minutes 18 seconds West 257.50 feet to the point of beginning herein.

Together with a 20 foot easement for utilities and drainage and ingress-egress, more particularly described as beginning at a 3/8" rebar found at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 2, Township 4 South, Range 2 West, Madison County, Alabama; thence from the point of beginning, South 89 degrees 18 minutes 18 seconds East 275.50 feet; thence North 00 degrees 52 minutes 01 second West 20.00 feet; thence North 89 degrees 18 minutes 18 seconds West 274.83 feet; thence South 01 degree 03 minutes 56 seconds West 20.00 feet to the point of beginning containing 0.126 acres more or less.;

subject, however, to the following:

- 1. The lien for 2010 ad valorem taxes, a lien not yet due and payable;
- The statutory rights of redemption on the parts of those entitled to redeem as provided by the laws of the state of Alabama and by order of the court; and
  - 3. All easements, rights of way and restrictions and other matters of record.

## Case 5:10-cv-01299-IPJ Document 1 Filed 05/20/10 Page 86 of 90

TO HAVE AND TO HOLD the Property unto WATERCOLOR MANAGEMENT, INC, forever, subject, however, to those exceptions noted above.

caused this instrume person conducting s witness whereof he	SS WHEREOF, WATERCOLOR MANAGEMENT, INC. has ent to be executed by CHAD W. AYRES as auctioneer and the said sale for WATERCOLOR MANAGEMENT, INC. and in has executed this instrument in his capacity as such auctioneer day of, 2010.	
	CHARLES DOUGLAS GOOCH, JR. and PATRICIA S. GOOCH, Mortgagor	
·	By WATERCOLOR MANAGEMENT, INC., Morigagee	•
		:
	_	
	By	<u>:</u>
	as Auctioneer and the person conducting said sale for	:
	Mortgagee	!
	WATER COY OR MANY CONTRACTOR	•
	WATERCOLOR MANAGEMENT, INC., Mortgagee	
		;
	В <u>у</u>	•
	as Auctioneer and the person	
	conducting said sale for	:
	Mortgagee	:
	Ву:	
	as Auctioneer and the person	•
	conducting said sale for the Mortgagee	1
	**************************************	·.
STATE OF ALABAMA	· ·	;
COUNTY OF MADISON	) ,	•
W. ATRES, whose name as MANAGEMENT, INC., is acknowledged before me on his capacity as said Auct	otary Public in and for said County and State, hereby certify that CHAI is Auctioneer and the person conducting said sale for WATERCOLOI is signed to the foregoing conveyance, and who is known to me this day, that, being informed of the contents of the conveyance, he, it indeer and the person conducting said sale for WATERCOLOI d with full authority, executed the same voluntarily on the day the same	R.
Given under my han	id and official seal, this theday of, 2010	
		4
	NOTARY PUBLIC  My Commission Expires:	:
	•	•
THIS INSTRUMENT PREF Street, Suite 200, (P. O. Box	PARED BY: Chad. W. Ayres, WILMER & LEE, P.A., 100 Washingto x 2168), Huntsville, Alabama 35801 (35804), 256-533-0202	n. :

#### Case 5:10-cv-01299-IPJ Document 1 Filed 05/20/10 Page 87 of 90

Case 5:08-cv-00998-CLS Document 37 Filed 03/11/10 Page 9 of 11

EXHIBIT "B"

STATE OF ALABAMA

COUNTY OF MADISON )

#### MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS: That GOOCH'S MARKET, LLC, did execute and deliver a mortgage to REGIONS BANK, which mortgage is recorded in Mortgage Book 2680, Page 417, in the Office of the Judge of Probate of Madison County, Alabama; and

WHEREAS said mortgage was duly assigned to BAYPORT CORPORATION, LTD. by virtue of that certain Assignment of Mortgages and Assignment of Rents recorded in Document Number 20041130000525210, and that certain Corrective Assignment of Mortgages and Assignment of Rents recorded in Document Number 20071003000702720, both in the Probate Records of Madison County, Alabama; and

WHEREAS, said mortgage was duly transferred and assigned to WATERCOLOR MANAGEMENT, INC. by an Assignment of Mortgages and Assignment of Rents recorded in Document Number 20100201000050480, in the Probate Records of Madison County, Alabama; and

WHEREAS, default was made in the payment of the indebtedness secured by the mortgage and WATERCOLOR MANAGEMENT, INC., did declare all of the indebtedness secured by the mortgage due and payable and did give due and proper notice of the foreclosure of the mortgage, in accordance with the terms of the order (the "Order") of the United States District Court, Northern District of Alabama, Northeastern Division (CV-08-S-998-NE), by publication in the Madison County Record, a newspaper of general circulation published in Madison County, Alabama, in its issues of February 5, 2010, February 12, 2010, February 19, 2010, and February 26, 2010; and

WHEREAS, on March 5, 2010, the day on which the foreclosure sale was due to be held under the terms of said notice, at 11:30 a.m., said foreclosure sale was duly and properly conducted and WATERCOLOR MANAGEMENT, INC. did offer for sale and did sell at public outcry, in front of the north entrance of the Madison County Courthouse, in the City of Huntsville, Alabama, the property hereinafter described (the "Property"); and

WHEREAS, the highest and best bid for cash obtained for the Property was the bid of WATERCOLOR MANAGEMENT, INC. in the amount of \$375,000.00 which sum WATERCOLOR MANAGEMENT, INC. offered to credit on the indebtedness secured by said mortgage, and the Property was thereupon sold to WATERCOLOR MANAGEMENT, INC.; and

WHEREAS, the Order authorized the mortgagee thereunder to bid at the foreclosure sale thereof and to purchase the Property, if the highest bidder therefor,

WHEREAS, by further court order, the undersigned is authorized as the representative of the mortgagee and the auctioneer conducting the foreclosure sale for the mortgagee to execute to the purchaser at the said sale a deed to the property so purchased;

NOW THEREFORE, in consideration of the premises and of a credit of \$375,000.00 on the indebtedness secured by the mortgage, GOOCH'S MARKET, LLC, acting by and through WATERCOLOR MANAGEMENT, INC. by CHAD W. AYRES as the auctioneer and the person conducting the foreclosure sale for WATERCOLOR MANAGEMENT, INC. and WATERCOLOR MANAGEMENT, INC. by CHAD W. AYRES as the auctioneer and the person conducting the foreclosure sale for WATERCOLOR MANAGEMENT, INC. and CHAD W. AYRES as the auctioneer and the person conducting the foreclosure sale for WATERCOLOR MANAGEMENT, INC. do hereby grant, bargain, sell and convey unto WATERCOLOR MANAGEMENT, INC. the following described real estate situated in Madison County, Alabama:

All that part of the Southwest Quarter of Section 11, Township 4 South, Range 2 West, particularly described as beginning at a point on the West margin of Anderson Road, 25.0 feet from the Center Line as measured at right angles, said

#### Case 5:10-cv-01299-IPJ Document 1 Filed 05/20/10 Page 88 of 90

Case 5:08-cv-00998-CLS Document 37 Filed 03/11/10 Page 10 of 11

point being South 0 degrees 45 minutes West 925.2 feet, South 24 degrees West 800.0 feet and South 14 degrees 20 minutes East 209.0 feet from the center of the East boundary of the Northwest Quarter of said Section 11, thence South 75 degrees 35 minutes West 315.0 feet; thence South 14 degrees 20 minutes East 210.0 feet; thence North 75 degrees 35 minutes East 315.0 feet to a point on the West margin of Anderson Road; thence along the West margin of Anderson Road North 14 degrees 20 minutes West 210.0 feet to the point of beginning and containing 1.50 acres more or less.

subject, however, to the following:

- 1. The lien for 2010 ad valorem taxes, a lien not yet due and payable;
- 2. Ad valorem tax for prior years and any sales related thereto;
- 3. The statutory rights of redemption on the parts of those entitled to redeem as provided by the laws of the state of Alabama and by order of the court; and
  - 4. All easements, rights of way and restrictions and other matters of record.

TO HAVE AND TO HOLD the Property unto WATERCOLOR MANAGEMENT, INC. forever; subject, however, to those exceptions noted above.

torever; subject, nowever, to those exceptions noted above.
IN WITNESS WHEREOF, WATERCOLOR MANAGEMENT, INC. has caused a instrument to be executed by CHAD W. AYRES as auctioneer and the person conducting said a for WATERCOLOR MANAGEMENT, INC. and in witness whereof he has executed a instrument in his capacity as such auctioneer on this the day of
GOOCH'S MARKET, LLC, Mortgagor
By WATERCOLOR MANAGEMENT, INC., Mortgagee
Ву
as Auctioneer and the person conducting said sale for Mortgagee
WATERCOLOR MANAGEMENT, INC., Mortgagee
Ву
as Auctioneer and the person conducting said sale for Mortgagee
vivori8eRes.

By:

as Auctioneer and the person conducting said sale for the Mortgagee

# Case 5:10-cv-01299-IPJ Document 1 Filed 05/20/10 Page 89 of 90

Case 5:08-cv-00998-CLS Document 37 Filed 03/11/10 Page 11 of 11

STATE OF ALABAMA	)	٠
	,	
COUNTY OF MADISON	) .	
W. AYRES, whose name as MANAGEMENT, INC., is acknowledged before me on his capacity as said Aucti	otary Public in and for said County and State, hereby cents Auctioneer and the person conducting said sale for West signed to the foregoing conveyance, and who is this day, that, being informed of the contents of the continuer and the person conducting said sale for West with full authority, executed the same voluntarily on the	ATERCOLO known to m veyance, he,
Given under my han	d and official seal, this theday of	,2010
	NOTARY PUBLIC	
	1.022221	
	My Commission Expires:	
THIS INSTRUMENT PREF Street, Suite 200, (P. O. Box	My Commission Expires: ARED BY: Chad. W. Ayres, WILMER & LEE, P.A., 1- 2168), Huntsville, Alabama 35801 (35804), 256-533-	 00 Washingto 0202
THIS INSTRUMENT PREF Street, Suite 200, (P. O. Box	ARED BY: Chad. W. Avres WILMED & I DE D A 1	00 Washingto 0202
THIS INSTRUMENT PREF Street, Suite 200, (P. O. Box	ARED BY: Chad. W. Avres WILMED & I DE D A 1	
THIS INSTRUMENT PREF Street, Suite 200, (P. O. Box	ARED BY: Chad. W. Avres WILMED & I DE D A 1	00 Washingto
THIS INSTRUMENT PREF Street, Suite 200, (P. O. Box	ARED BY: Chad. W. Avres WILMED & I DE D A 1	00 Washingto

STATE OF ALABAMA )

COUNTY OF MADISON



#### ASSIGNMENT OF MORTGAGES AND ASSIGNMENT OF RENTS

FOR VALUE RECEIVED, BAYPORT CORPORATION, LTD. ("Assignor") does hereby grant, bargain, sell, convey, assign, and deliver without recourse to WATERCOLOR MANAGEMENT, INC., ("Assignee"), its successors and assigns, that certain Construction Mortgage and Assignment of Rents executed by Charles Douglas Gooch, Jr. and Patricia S. Gooch ("Mortgagor"), recorded in the Office of the Judge of Probate of Madison County, Alabama in Mortgage Book 2680, Page 436, and Mortgage Book 2680, Page 443, respectively, as previously assigned to Assignor by Regions Bank, together with all indebtedness secured thereby and all interest of the undersigned in and to the lands and property conveyed by said mortgage and assignment of rents; and that certain Construction Mortgage and Assignment of Rents executed by Gooch's Market, LLC ("Mortgagor") which were recorded in the Office of the Judge of Probate of Madison County, Alabama, in Mortgage Book 2680, Page 417, (and modified by Mortgage Modification Agreement dated March 19, 2001, and recorded March 21, 2001, in Mortgage Book 2770, Page 927, in the Office of the Judge of Probate of Madison County, Alabama), and Mortgage Book 2680, Page 424, respectively, as previously assigned to Assignor by Regions Bank, together with all indebtedness secured thereby and all interest of the undersigned in and to the lands and property conveyed by said mortgage and assignment of rents.

TO HAVE AND TO HOLD unto Assignee, its successors and assigns forever.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized agent on or as of the 17th day of April, 2008.

ASSIGNOR:

BAYPORT CORPORATION, LTD.

By: / CW /1

Its: Authorized Agent

STATE OF ALABAMA )

COUNTY OF MADISON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rex Rankin III whose name as agent of Bayport Corporation, Ltd., is signed to the foregoing Assignment of Mortgages and Assignment of Rents, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Assignment of of Mortgages and Assignment of Rents, he, as such agent, and with full authority, executed the same voluntarily for and as the act of Bayport Corporation, Ltd.

Given under my hand this 12 day of April, 2008.

[Notary Seal]

NOTARY PUBLIC

My commission expires: OS OS- Coo9

THIS INSTRUMENT PREPARED BY:
Chad W. Ayres
Wilmer & Lee, P.A.
100 Washington Street, Suite 200
Huntsville, Alabama 35801
(256) 533-1445